

Huntingfield Land to Build – Non-Disclosure Agreement

I/We _____ ABN _____
Of _____ “The Receiving Party”

1. For the purpose of this Agreement:
- a. **Confidential Information** includes but is not limited to all documents, records, information and data, whether oral or in written form, relating to assets owned by the Disclosing Party and all details, records, plans, and data relating to the residents of the Disclosing Party’s assets.
 - b. **Disclosing Party** means HOMES TASMANIA (ABN 83 625 432 188) of Level 4, 134 Macquarie Street Hobart in Tasmania.
 - c. **EOI** means the EOI202504 Expression of Interest – Huntingfield Land to Build published by the Disclosing Party on 13.08.2025.
 - d. **Receiving Party** includes those officers and employees of the Receiving Part that require access for the purpose of drafting a submission to the EOI.
 - e. **Permitted Purpose** is to inform the Receiving Party to enable the preparation of a submission to the EOI.
2. The Receiving Party, on receiving any Confidential Information, agrees:
- a. Not to use the Confidential Information for any other reason than the Permitted Purpose.
 - b. Not to disclose, publish, print, copy, clone or modify any of the Confidential Information, except with the prior written consent of the Disclosing Party.
 - c. To destroy, delete and dispose all Confidential Information on the earlier of lodgement of a submission to the EOI or the closing date for the EOI, except to the extent that the Disclosing Party has agreed otherwise in writing.
3. The Confidential Information (including all intellectual property in it) at all times will remain, as between the Disclosing Party and the Receiving Party, the exclusive property of the Disclosing Party and at no time does this Agreement convey any right, title, interest or licence in the Confidential Information or any intellectual property in it.
4. The Receiving Party must not transfer or assign any rights or benefits under this agreement.
5. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
6. Neither Party can waive any provision of this Agreement or any rights or obligations under this Agreement, except in writing. If any provision, right of Obligation is waived, it is only waived to the extent expressly stated in writing.
7. The Agreement shall be governed by laws of Tasmania.
- Signed on behalf of the Receiving Party in accordance with Section 126 of the Corporations Act 2001:

_____ Signature	_____ Position
_____ Full Name	_____ Date