**NEXT GENERATION ADVICE PTY LIMITED**

**(In Liquidation)**

**ACN 120 066 113**

**and**

**INTEGRAL WEALTH GROUP PTY LIMITED (In Liquidation)**

**ACN 632 978 173**

**And**

**INTEGRAL ADVISORY SOLUTIONS PTY LIMITED (IN LIQUIDATION)**

**ACN 639 094 956**

**(collectively “the Companies”)**

**……………………………………….**

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT**, effective from the day of September 2024,

**BETWEEN:**

**NICK KERAMOS AND BILL KARAGEOZIS IN THEIR CAPACITY AS JOINT AND SEVERAL LIQUIDATORS OF NEXT GENERATION ADVICE PTY LIMITED (IN LIQUIDATION) ACN 120 066 113 & INTEGRAL WEALTH GROUP PTY LTD (IN LIQUIDATION) ACN 632 978 173 & INTEGRAL ADVISORY SOLUTIONS PTY LIMITED ACN 639 094 956 ;**

**HYMANS VALUERS AND AUCTIONEERS PTY LTD ACN 164 281 350;**

**AND**

**(Insert Full Name)** of (Insert Company or Business name if not incorporated) (**“the Disclosee”**).

1. The Joint and Several Liquidators of the Companies wish to disclose such **Confidential Information** to the Disclosee on a confidential basis and solely for the purpose of selling the businesses operated by Next Generation Advice Pty Limited (In Liquidation), Integral Wealth Group Pty Limited (In Liquidation) and Integral Advisory Pty Limited (In Liquidation) (the “**Purpose**”).

2. In consideration of the Joint and Servera Liquidators of the Companies and the Liquidators agents, Hyman Valuers and Auctioneers Pty Ltd, disclosing Confidential Information to the Disclosee, the Disclosee agrees to hold in confidence all such Confidential Information and not to disclose it to any third party and to not use it for any purpose other than the Purpose, and to make no solicitation, offer or approach to any third party relating to the confidential information without the prior written consent of the Joint and Several Liquidators of the Companies.

3. The non-disclosure obligations in **clause 2** do not apply to such of the Confidential Information that is or becomes generally and publicly available other than by reason of a breach of this agreement.

4. Where there is any doubt that any Confidential Information is generally and publicly available, the Disclosee must treat that Confidential Information as confidential until notified otherwise in writing by the Joint and Several Liquidators of the Companies.

5. The Disclosee must comply within 5 Business Days with any written request of the Joint and Several Liquidators of the Companies to destroy or return any information provided by the Joint and Several Liquidators of the Companies by reason of this Agreement.

6. All intellectual property created by reason of a supply of Confidential Information under this Agreement is the property of Nick Keramos and Bill Karageozis in their capacity as Joint and Several Liquidators of the Companies. Nothing in this agreement grants the Disclosee any rights beyond those expressly granted herein.

7. The Disclosee will take all reasonable steps to minimise the risk of disclosure of the Confidential Information by ensuring that only employees, agents or sub-contractors whose duties require them to possess that Confidential Information will have access

thereto and such employees, agents or sub-contractors will be instructed by the Recipient to treat the same as confidential.

8. The Disclosee must, if required by the Joint and Several Liquidators of the Companies, procure the execution by any of the parties referred to in **paragraph 7** of a confidentiality undertaking on materially the same terms as this agreement.

9. Each provision of this agreement is severable from the others and no severance of a provision will affect any other provision.

10. This agreement is governed by the laws of Queensland, Australia.

**EXECUTION**

Executed as an **AGREEMENT** in Queensland

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| **SIGNED by:**  **NEXT GENERATION ADVICE PTY LIMITED (IN LIQUIDATION)**  **ACN 120 066 113**  In accordance with its Constitution and in the presence of: | Nick Keramos  Liquidator |
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| Witness Name |  |
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| Witness Signature |  |
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| **SIGNED by:**  **INTEGRAL WEALTH GROUP PTY LTD (IN LIQUIDATION)**  **ACN 632 978 173**  In accordance with its Constitution and in the presence of: | Nick Keramos  Liquidator |
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| Witness Name |  |
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| Witness Signature |  |
| |  | | --- | | **SIGNED by:**  **INTEGRAL ADVISORY SOLUTIONS PTY LIMITED (IN LIQUIDATION)**  **ACN 639 094 956**  In accordance with its Constitution and in the presence of: | |  |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | Witness Name |  | |  |  | |  |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | Witness Signature |  | |  |  | | Nick Keramos  Liquidator |
| **Signed by the Disclosee**  In accordance with its Constitution and in the presence of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Witness Name |  |
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| Witness Signature |  |