

## **Disclosure Agreement**

Between

**Cavill Societal Marketing Pty Ltd ABN 58 075 719 274, PO Box 417, Warburton, Vic 3799 (Cavill)**

and

*{please insert your personal name AND personal address or the address of your organisation, form not valid without}* **(Recipient)**

### **I. Definitions**

For the purposes of this agreement:

**Materials** means any information or materials, whether or not in material form, provided to the Recipient by Cavill during the Recipient's attendance at a Seminar/webinar, specifically information or materials relating to the HeartSmart® process, the Assets Register, the Brand Valuation Tool and any other materials or other information disclosed to the Recipient by Cavill which the Recipient ought reasonably to be aware is:

- (a) confidential information;
- (b) know-how;
- (c) material that is a 'work' or 'subject matter other than works' (as defined under the *Copyright Act 1968*); or
- (d) a trade mark (whether registered or unregistered),

each of which is owned by Cavill.

**Purpose** means the identification of, and negotiation with, a Corporate for a Partnership/ Sponsorship or CRM.

### **2. Acknowledgment**

In consideration of Cavill disclosing the Materials to the Recipient, the Recipient acknowledges that:

- (a) the Materials are wholly owned by Cavill;
- (b) this agreement does not create or transfer any interest in the Materials or any right in any intellectual property (other than the limited right to use the Materials given under paragraph below); and
- (c) if there is an actual or suspected breach of this agreement, Cavill is entitled to seek specific performance or injunctive relief in addition to any other remedies available at law or in equity.

### **3. Obligations of the Recipient**

The Recipient agrees: to (a) use the Materials solely for the Purpose and:

- (i) where the Recipient is a current employee, to use the Materials for the Purpose only in the Recipient's current place of employment and not use the Materials after changing employment without the express written consent of Cavill + Co
  - (ii) where the Recipient is a current employee, to use the Materials for the Purpose only in the Recipient's current place of employment and not use the Materials after changing employment such as commencing self-employment or a working for a consultancy; or
  - (iii) where the Recipient is currently self-employed, not to use the Materials to provide a new service or enhance an existing service; and
- (b) not to disclose the Materials to any person other than for the Purpose; in particular not using the Materials for external presentations, workshops, seminars & conferences, training, consultancy.

### **4. Disclaimer**

To the extent permitted by law, Cavill disclaims and excludes all liability for all claims, losses and costs incurred by the Recipient as a result of the Materials being inaccurate or incomplete in any way for any reason.

### **5. Governing law**

This agreement is governed by the laws applicable in the State of Victoria, Australia and each party submits to the non-exclusive jurisdiction of the Courts in that State.

**Signed for Cavill Societal  
Marketing Pty Ltd**

**Signed by Recipient**

\_\_\_\_\_  
**Hailey Cavill**

\_\_\_\_\_  
**{print name above}**

Date: \_\_\_\_\_

Date: \_\_\_\_\_