



DEED OF CONFIDENTIALITY

DATE

BETWEEN:

AND: BAUER Foundation Corp., a corporation organized and existing under the laws of the State of Delaware, U.S.A. - ('BFC')

AND: _____ Inc, a corporation organized and existing under the laws of the State of _____, U.S.A. - ('Subcontractor')

RECITALS

- A. BAUER Foundation Corp. will provide Confidential Information to the Subcontractor for the Specified Purpose and require the Subcontractor to maintain confidentiality in the Confidential Information on the terms and conditions of this Deed.
- B. The signatories to this Deed warrant that they are authorized to sign on behalf of their respective entities.

Operative Provisions

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

"Confidential Information" means:

- (a) All information and documentation provided in any form, including verbally, to the Subcontractor by the Disclosing Party in respect of the Specified Purpose; and
- (b) this Deed of Confidentiality,

but does not include information which:

- (c) is already known by the Subcontractor and is or becomes in the public domain through no wrongful act of the Subcontractor;
- (d) is rightly received from a third party not under a confidentiality obligation to Bauer and or Coastal; or
- (e) is required to be disclosed pursuant to requirements of a government agency or is required by operation of law.

"Disclosing Party" means BAUER Foundation Corp. which discloses Confidential Information to the Subcontractor.

"Specified Purpose" means the preparation and submission of a tender for the project titled **"Center Hill Foundation Remediation - Cutoff Wall Construction"** and if successful in being awarded the tender, for the execution of the said project.

2. CONFIDENTIALITY OBLIGATIONS

2.1 Subcontractor must not and will ensure that its employees, directors, agents, contractors and consultants will not:

- (a) disclose all or any of the Confidential Information to any other person, whether in a representative capacity or a personal capacity, without the prior written consent of the Disclosing Party; and
- (b) use or reproduce (or allow to be used or reproduced) the Confidential Information otherwise than is necessary for the Specified Purpose.

2.2 Permitted Disclosures

Subcontractor may disclose Confidential Information:

- (a) to their employees, agents, directors, contractors and consultants only to the extent that is necessary for the Specified Purpose and as approved by the Disclosing Party in writing.

2.3 Return of Confidential Information

All Confidential Information provided by BAUER Foundation Corp., and any copies, reproductions, portions or amendments thereof, shall remain the sole and exclusive property of the Disclosing Party and shall be immediately returned to the Disclosing Party or destroyed by the Subcontractor upon the written request from the Disclosing Party; or upon notification to the Subcontractor by BAUER Foundation Corp. that BAUER Foundation Corp., or any new corporate entity which Bauer and or BAUER Foundation Corp. create or are a party to, were not successful in being awarded the project outlined in the Specified Purpose.

3. INDEMNITY

Subcontractor indemnifies BAUER Foundation Corp against all costs, expenses, actions or claims (including without limitation, legal costs on a solicitor and own client basis) directly or indirectly incurred or suffered by BAUER Foundation Corp. as a result of or in connection with any breach of this Deed.

This clause 3 survives termination of this Deed.

4. SURVIVAL

The obligations concerning Confidential Information imposed by this Deed survive termination of this Deed.

5. APPLICABLE LAW

This Deed shall be governed by the law of Florida. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

6. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and prior agreements, whether oral or written between the parties with respect to the subject matter of this Deed.

7. SEVERABILITY

- 7.1 In the event that any part of the terms and conditions of this Deed is determined as being invalid, unlawful or unenforceable wholly or to any lesser extent, such term or condition will be severed from the remaining terms and conditions and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

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EXECUTED as a Deed

SIGNED SEALED and DELIVERED)
for and on behalf of BAUER Foundation Corp.)
by)
a person duly authorized to act in this behalf)
this day of 201__)
in the presence of)
.....)
(signature of witness))
.....)
(print name of witness)) (signature)
.....)
(address of witness))
.....)
(name of officer)

SIGNED SEALED and DELIVERED)
for and on behalf of _____)
by)
a person duly authorized to act in this behalf)
this day of 201__)
in the presence of)
.....)
(signature of witness))
.....)
(print name of witness)) (signature)
.....)
(address of witness))
.....)
(name of officer)