Confidentiality undertaking

This is the confidentiality undertaking A to Z Formula gives to every client and prospective client. It is one-way, in your favour: it binds us, and it asks nothing of you.

You do not sign it, and you do not need to tell us you accept it. It applies from the moment you first share information with us for the Purpose described in section 1.

Version 1.0 | One-way, in your favour | Binds us from the moment you first share information with us | Nothing to sign

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WHAT IS PROTECTED

Everything you share

Business, financial, technical and personal information, your own clients' information, and the fact that we are talking at all. You do not need to mark it confidential.

WHAT WE PROMISE

Kept confidential, used only for your work

We keep it confidential, use it only for the purpose you shared it for, and never use it to build for anyone else.

WHO SEES IT

Only our people who need it

Each bound in writing to confidentiality no less protective than this. We are liable for all of them, and we tell you who they are on request.

HOW LONG

5 years, and longer where it matters

5 years after our work with you ends. Trade secrets and personal information stay protected for as long as they remain confidential.

It forms part of our published terms and conditions. We publish it so that nobody has to wait for paperwork before a first conversation, and so that every client is protected on the same terms. No separate confidentiality agreement is needed.

If you and we sign an agreement that deals with confidentiality, such as a services agreement, that signed document prevails where the two differ, and this undertaking continues for everything the signed document does not cover.

01 Who gives this undertaking, and to whom

1.1 "We", "us" and "our" mean the business trading as A to Z Formula. At the date of this version that business is carried on by Event Solutions Global Pty Ltd (ACN 606 406 348). This undertaking also binds any successor to that business and any entity through which the A to Z Formula business is carried on.

1.2 "You" means any person who shares information with us for the Purpose, whether or not you go on to engage us. It includes your related bodies corporate (as defined in section 50 of the Corporations Act 2001 (Cth)) and your associated businesses, where their information is disclosed to us by you or on your behalf. Each of them may enforce this undertaking in respect of its own information.

1.3 The "Purpose" is assessing, scoping and negotiating an engagement under which we provide services to you and, if we both agree, performing that engagement. Our services include software development, artificial intelligence, workflow automation, systems integration, cost reduction audits and related consulting.

1.4 We intend this undertaking to be legally binding on us and enforceable by you. It is a standing offer, which you accept by sharing information with us for the Purpose. You do not need to sign anything or tell us you have accepted. Your sharing that information is the consideration for our promises.

1.5 This undertaking is one-way. It places no obligation on you.

02 What counts as confidential

2.1 "Confidential Information" means all information disclosed to us by you or on your behalf in connection with the Purpose, in any form, that is by its nature confidential, is described as confidential, or ought reasonably to be regarded as confidential.

2.2 It includes:

- ✓ (a)business, commercial, financial, pricing and margin information;
- ✓ (b)client, customer, supplier, contractor and staff records and databases, and any segmentation or analysis of them;
- ✓ (c)technical information, source code, models, systems architecture, data pipelines, tooling, prompts and methodologies;
- ✓ (d)strategies, roadmaps, plans and organisational information;
- ✓ (e)product formulations, specifications, methods, templates, workbooks, formulas and know-how;
- ✓ (f)any Personal Information;
- ✓ (g)credentials, keys and access details for your systems;
- ✓ (h)information about your own clients, customers, suppliers and people, all of which we treat as your Confidential Information; and
- ✓ (i)the fact that you are talking to us, the content of our discussions, and anything shared for the Purpose, including discovery materials, audit findings and meeting records.

2.3 You do not need to mark or label anything for it to be protected.

03 What is not confidential

3.1 Confidential Information does not include information that we can demonstrate:

- (a)is or becomes public other than through our breach of this undertaking or of any other duty of confidence owed to you;
- (b)was lawfully in our possession, without an obligation of confidence, before you disclosed it;
- (c)is lawfully received from a third party entitled to disclose it without restriction; or
- (d)is independently developed by us without use of or reference to your Confidential Information, as shown by our contemporaneous written records.

04 What we promise

4.1 We will:

- (a)keep your Confidential Information confidential;
- (b)use it solely for the Purpose;
- (c)protect it with no less than reasonable care, and at least the same care we apply to our own confidential information;
- (d)not copy or reproduce it except as necessary for the Purpose;
- (e)not disclose it to anyone except as sections 5 and 8 permit;
- (f)not use it to develop, or help anyone else develop, any product or service that competes with you; and
- (g)not name you as a client, or use your name or logo, without your written consent.

4.2 In plain terms: what you show us is used for your work, and for nobody else's.

05 Who may see it

5.1 We disclose your Confidential Information only to those of our officers, employees, contractors and professional advisers who need it for the Purpose, and only where each of them is bound in writing by confidentiality obligations no less protective than this undertaking.

5.2 We are liable for anything done by any of them that would breach this undertaking if we had done it ourselves.

5.3 On request, we tell you who has had access to your Confidential Information.

5.4 If you ask us to work alongside another adviser or supplier of yours, we share your Confidential Information with them only on your instruction.

06 Personal information and privacy

6.1 "Personal Information" has the meaning given in the Privacy Act 1988 (Cth). "Privacy Law" means that Act, including the Australian Privacy Principles, and any other law about privacy or the handling of Personal Information that applies to the information.

6.2 To the extent we handle Personal Information disclosed by you or on your behalf, we comply with Privacy Law and handle it only as necessary for the Purpose.

6.3 We implement and maintain reasonable technical and organisational security measures to protect it against misuse, interference, loss, and unauthorised access, modification or disclosure.

6.4 We do not disclose or transfer Personal Information outside Australia, or permit it to be accessed from outside Australia, without your prior written consent. The one exception is the reputable cloud hosting, infrastructure and software providers we engage in the ordinary course of our business, where we have taken the steps reasonably required by Australian Privacy Principle 8.1. Any offshore handling complies with Privacy Law.

07 Providers, hosting and AI

7.1 On request, we give you a list of every provider that stores or processes your Confidential Information for us, with where it is held, how long it is retained, and the provider's terms on training.

7.2 We do not use your Confidential Information to train any model. We process it only with providers whose terms do not permit them to train on it.

7.3 If you need hosting or processing restricted to Australian providers and regions, that is available. It is scoped and priced as part of your engagement, because the provider and implementation costs differ from our standard setup.

08 If the law requires disclosure

8.1 If we are required by law, a court or a regulator to disclose Confidential Information, we may do so. To the extent it is lawful and practicable, we notify you promptly beforehand, disclose only the minimum required, and use reasonable efforts to have the information treated confidentially.

09 If something goes wrong

9.1 We notify you promptly, and in any case within 2 business days, after we become aware of any actual or suspected unauthorised access to, or use, loss, modification or disclosure of, your Confidential Information, including any Personal Information. We tell you what occurred, what information was affected, and what we have done about it.

9.2 We reasonably assist you to investigate, contain and remediate the incident, and to meet your own obligations, including under the Notifiable Data Breaches scheme in Part IIIC of the Privacy Act 1988 (Cth).

9.3 We make no public statement about an incident involving your information, and notify no affected individual or regulator about it, without your consent, except as the law requires.

9.4 We acknowledge that damages may be an inadequate remedy for a breach of this undertaking. You are entitled to seek injunctive or other equitable relief, in addition to any other remedy, without the need to prove

actual damage. Your rights under this undertaking are cumulative and do not exclude any right or remedy the law gives you.

10 Return or destruction

10.1 On your written request, or when our relationship with you ends, we promptly return or destroy all Confidential Information in our possession or control, and confirm in writing when that is done.

10.2 We may retain copies that the law requires us to keep, and copies held in our bona fide automated backups. Backup copies are not accessed or used for any purpose, are deleted on the ordinary backup cycle, and remain protected by this undertaking for as long as they exist.

11 Ownership, and what this does not do

11.1 Nothing in this undertaking transfers or licenses to us any right, title or interest in your Confidential Information or your intellectual property. You keep all of it. You share it for the Purpose only.

11.2 We keep our own existing software platforms, tools, frameworks and methods. Nothing in this undertaking stops us developing or providing software or services for anyone else, including others in your sector, provided we do not use your Confidential Information to do it.

11.3 Ownership of anything we build for you is dealt with in the signed services agreement for that work, not here.

11.4 You give us your information as it is. You make no promise to us about its accuracy or completeness, and you have no liability to us for our use of it.

11.5 Nothing in this undertaking obliges either of us to enter into any further agreement, or creates any exclusive dealing, partnership or joint venture. Each of us bears our own costs of exploring an engagement.

12 How long it lasts

12.1 This undertaking applies from the moment you first share Confidential Information with us for the Purpose. It also covers Confidential Information you shared with us before this version was published, unless a signed agreement between us already covers it.

12.2 Our obligations continue for 5 years after the later of the day our last engagement with you ends and the day you last shared Confidential Information with us.

12.3 For trade secrets and Personal Information, our obligations continue for as long as the information remains confidential, or for as long as Privacy Law requires, whichever is longer.

12.4 We cannot withdraw this undertaking in respect of information you have already shared with us.

13 How this sits with a signed agreement

13.1 If you and we have signed an agreement that deals with confidentiality, the signed agreement prevails to the extent the two are inconsistent, and this undertaking continues for everything the signed agreement does not cover.

13.2 This undertaking is not superseded merely because a later agreement between us contains a confidentiality clause or an entire agreement clause. It is replaced only where the later agreement says expressly that it replaces this undertaking.

13.3 This undertaking is our standard confidentiality protection for every client, so no individual confidentiality agreement needs to be signed. Ownership of what we build, liability, hosting location and security standards for a build are settled in the services agreement for that build, once its scope exists.

14 Changes to this undertaking

14.1 We may update this undertaking from time to time. Each version is published with its version number, and earlier versions are available on request.

14.2 An update never reduces the protection of information you shared before it took effect. That information stays protected on the terms in force when you shared it, or on the newer terms where they protect it more.

14.3 We give current clients 60 days written notice of any change that would reduce the protection of information shared after the change.

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15 General

15.1 This undertaking is governed by the laws of New South Wales, Australia. We submit to the non-exclusive jurisdiction of the courts of that State and the courts competent to hear appeals from them.

15.2 If any provision is invalid or unenforceable, it is severed to the extent necessary and the rest of this undertaking continues in force.

15.3 A failure or delay by you in exercising a right is not a waiver of it. A waiver binds you only if you give it in writing.

15.4 This undertaking binds our successors. We may not transfer our obligations so as to be released from them without your written consent. If your business is sold or transferred, the benefit of this undertaking passes with it.

15.5 A business day is a day other than a Saturday, a Sunday or a public holiday in Sydney, New South Wales.

15.6 Send any request or notice under this undertaking in writing to the person you deal with at A to Z Formula, or through the Support tab in your portal. We answer in writing. We send notices to you at the email address you use with us.

15.7 Nothing in this undertaking makes either of us the partner, agent or employee of the other.