


<b>Booth Transport</b>		
<b>National Form 212</b>		
<b>Deed of Confidentiality</b>		
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**TO:** Booth Transport Pty Ltd (ACN 007 678 622) and each member of the Booth Group of Companies (together and each separately **Booth**)

**BY:** The Undersigned

## 1. INTERPRETATION


### 1.1 Definition

“**Confidential Information**” means any information, documents and data stored by any means and any information made available to or accessed by me in the course of my employment with or engagement by Booth and includes information relating to :-

- (a) Booth's intellectual property including trade secrets and know how;
- (b) Financial information relating to Booth, or its goodwill and/or reputation;
- (c) The internal management and/or structure of Booth;
- (d) The marketing business or financial plans, proposals, contracts, methods, policies and/or strategies of Booth;
- (e) Clients or suppliers of Booth;
- (f) Booth's transport rates, current, potential or targeted, pricing strategies and/or margins;
- (g) Any information marked "confidential" or that Booth informs me is confidential, and
- (h) Information that has any actual or potential commercial value to Booth or to the person or corporation which supplied that information.
- (i)
  - (a) Was and can be demonstrated to have been, in my possession or known to me prior to disclosure by Booth; or
  - (b) Is in or comes into the public domain otherwise than through any act or default of me; or
  - (c) Is disclosed to me by a third party having no obligations of confidence to Booth in respect thereof, and has not been disclosed to that third party in consequence of a breach of confidence

## 2. NON DISCLOSURE

- 2.1** I acknowledge that the Confidential Information is valuable to Booth. I will not disclose, divulge, make known or in any way communicate to any person (or permit another company or firm or person to do so).
- 2.2** I will, at all times, keep as secret and confidential all Confidential Information to which I have access or which is disclosed to me by Booth.
- 2.3** The Confidential Information unless:
  - (a) If it is reasonably necessary to perform my employment duties or other duties for Booth provided I inform the recipient that the information I am disclosing is confidential; or
  - (b) If I obtain Booth's written consent to such disclosure; or
- 2.4** If Booth grants its consent pursuant to clause 2.3(b), I agreed that it may impose conditions on that consent. In particular, Booth may require that I obtain an agreement on terms applicable to these terms executed by the person to whom I propose to disclose the Confidential Information or in a form satisfactory to Booth.

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### 3. RESTRICTION ON USE

- 3.1 I will use the Confidential Information only for the purpose of my employment with or engagement by Booth in accordance with the Deed and for no other purpose.
- 3.2 I will not copy, reproduce or use the Confidential Information without Booth's prior written approval and will not allow any third party access, disclosure or use to the Confidential Information other than in accordance with clause 2.3(b) of this Deed.
- 3.3 I will take all necessary precautions to prevent unauthorised access use, disclosure or copying of the Confidential Information in my control at all times from time to time.
- 3.4 I will not, nor will I assist any other person or company, to use or profit from the use of Confidential Information nor turn the Confidential Information to my or their advantage.

### 4. SURVIVAL

- 4.1 This Deed and my obligation under it will survive the termination or expiry of any employment contract or arrangement between Booth and myself.

### 5. PRODUCTION OF DOCUMENTS

- 5.1 Immediately upon request by Booth, I will deliver to Booth all documents, (including electronic documents), records, computer print outs and any other requisition in my possession or control that contains, relates or refers to the Confidential Information either in whole or in part.
- 5.2 If at the time of such a request I am aware that documents or other media containing Confidential Information are not in my possession or control, then I must provide full details of where the documents or other media containing the Confidential Information are, and the identity of the person who has control of them.
- 5.3 Upon termination of my employment with Booth I will immediately deliver all Confidential Information in my possession or control to Booth and delete all Confidential Information held electronically in any form in my control, and will confirm to Booth that I have done so.

### 6. APPLICABLE LAW

- 6.1 This Deed shall be governed in accordance with the law of the State of South Australia.

### 7. APPROACHING BOOTH'S CUSTOMERS OR EMPLOYEES OR AGENTS

- 7.1 I will not, without the prior written consent of Booth, for a period of 4 months from when I cease employment:
- (a) Directly or indirectly approach, canvass, solicit or endeavour to entice away from Booth any person, firm or company who were clients of Booth with whom I have dealt or otherwise had contact in the course of and during my employment ("Clients");
  - (b) Accept any approach or proposal, whether direct or indirect, from any Clients whereby I am to perform or provide services to Clients in competition to Booth;
  - (c) Solicit, interfere with or endeavour to entice away from Booth any employee, sub-contractor or agent of Booth whether wholly or partly for the benefit of me or any person or Company;
  - (d) Counsel, procure or otherwise assist any person, firm or corporation to do any of the acts referred to above.

