Confidentiality and Permitted Use Agreement

The Wealth Academy (Australia) | Prospective acquisition review

This agreement allows a prospective purchaser to review confidential information about The Wealth Academy intellectual property acquisition opportunity while protecting the information supplied.

Date:

Organisation (Recipient)	**ACN:**

Individual:

Address:

Contact details:	**Phone.**	**Email.**

Parties: (1) The Wealth Academy (Australia), being the entity identified in the signature block below (the "Discloser"); and (2) the recipient named above (the "Recipient").

1. Purpose

The Recipient may use the confidential information solely to assess, obtain advice on, and discuss a possible acquisition of The Wealth Academy intellectual property portfolio (the "Purpose"). Neither party is obliged to proceed with a transaction.

2. What is confidential

"Confidential Information" means Books 2–6 of the acquisition publication suite and any other non-public information supplied by or on behalf of the Discloser for the Purpose, whether in writing, digitally or in discussion, including non-public financial, valuation, technical and intellectual property information.

It excludes information the Recipient can demonstrate:

a) is publicly available without breach of this agreement;
b) was lawfully known to it before disclosure;
c) was independently developed without use of Confidential Information; or
d) was lawfully received from a third party without a duty of confidence.

3. Permitted review and sharing

The Recipient may read, download and make reasonable working copies of Books 2–6 of The Wealth Academy Acquisition Publication Suite solely for the purpose of evaluating the proposed acquisition. The Recipient may share these publications with authorised representatives who reasonably require access for that purpose, subject to the confidentiality obligations of this Agreement.

This permission **does not extend** to underlying intellectual property assets, detailed asset registers, editable educational resources, production files or other materials made available separately. Access to additional materials, including detailed intellectual property asset registers, original educational resources and source files, may be considered once a prospective purchaser has expressed a genuine interest in exploring the acquisition.

Any such access, including permission to download or copy materials, requires The Wealth Academy's prior written authorisation and may be subject to additional confidentiality and due-diligence arrangements.

The Wealth Academy reserves the right to determine which additional materials are made available and the conditions of access.

No intellectual property rights are transferred or licensed by providing access to the publications or other information.

The Recipient must tell Representatives that the information is **confidential**, ensure they are **bound by professional or contractual confidentiality duties**, and take reasonable steps to ensure they comply with this agreement.

4. Protection and prohibited uses

The Recipient must protect the Confidential Information using reasonable care and must not publish it, distribute it beyond permitted Representatives, or use it for any purpose unrelated to the proposed acquisition.

In particular, it must not reproduce, adapt, commercially deploy, license, sell or use the disclosed educational materials or development methods to create or commission learning products, except as necessary for internal evaluation. No intellectual property rights or licence are granted by disclosure.

5. Required disclosure

If disclosure is required by law, regulation, court order or a competent authority, the Recipient may disclose only what is legally required and, where legally permitted and reasonably practicable, will notify the Discloser beforehand.

6. Return or deletion

If the recipient decides not to proceed with the proposed acquisition, it must, upon request, delete or return the confidential information and any copies provided to its representatives.

Information that must be retained to comply with applicable law or regulatory obligations may be retained only to the extent required. Any information retained remains subject to the confidentiality and permitted-use obligations of this agreement.

7. Duration

The obligations under this agreement continue for three years from the date of the last disclosure. Protection of trade secrets continues for so long as they remain trade secrets under applicable law.

8. No obligation or warranty

Disclosure does not constitute an offer to sell, grant exclusivity, or oblige either party to enter into a transaction. The information is supplied for preliminary evaluation and is subject to verification through due diligence and any final written sale agreement. Nothing excludes liability that cannot lawfully be excluded.

9. Governing law

This agreement is governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

Signatures

For The Wealth Academy (Australia) **ACN 093 247 888**		
Name / Position:	**Ken Swan** Founder, Director	**Date:**
Signature:		

For The Recipient		
Name / Position:		**Date:**
Signature:		
For The Recipient		
Name / Position:		**Date:**
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For The Recipient		
Name / Position:		**Date:**
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END