



CONFIDENTIALITY AND RESTRAINT OF TRADE AGREEMENT

Parties:

1. **LA MODE INTERNATIONAL PTE LTD** BN 201735640D
and **PALM COLLECTIVE** ABN: 27 283 543 157
2. _____ (Recipient 1)
and _____ (Recipient 2)
of _____ (Address)

Recitals:

- A. The Recipient has been or will be provided with certain information which is the property of the Proprietor and which is secret and of value to the Proprietor.
- B. The purpose of the provision of the information to the Recipient is to enable the Recipient to evaluate whether or not the Recipient wants to purchase 'The Wedding Planner Institute' business and domain names www.palmcollective.com.au and www.palmcollective.com
- C. The information is and shall at all times remain the exclusive property of the Proprietor.

Terms of this Agreement:

1. Definitions

In this Agreement, unless the context otherwise requires:

"Confidential Information" means all information which is disclosed by the Proprietor or on the Proprietor's behalf to the Recipient relating to THE WEDDING PLANNER INSTITUTE, its systems, and procedures with regards to the business.

The Recipient agrees that it will:

- a. hold the Confidential Information in confidence;
- b. not directly or indirectly disclose or permit the disclosure of any of the Confidential Information whether verbally or in writing to any person other than pursuant to the terms of this agreement;
- c. not use or attempt to use or reproduce or attempt to reproduce the Confidential Information for any purpose other than enabling it to evaluate whether or not the Recipient wants to purchase the above business.
- d. not use or attempt to use the Confidential Information for the benefit of any third Person;

- e. confine the distribution of the Confidential Information to those of its directors, employees, agents and contractors (if any) as shall be absolutely necessary for the purposes of the matters referred to in Recital B;
- f. upon request from the Proprietor immediately return to it all Confidential Information, all copies thereof and all calculations, memoranda, lists or other documents which have been prepared by or on behalf of the Recipient and which contain any Confidential Information;
- g. indemnify and keep indemnified and hold harmless the Proprietor against all losses, damages costs and expenses which the Proprietor may incur as a result of any unauthorised disclosure or use of the Confidential Information by the Recipient or any of his directors, employees, agents or contractors.

2. Equitable Relief

The parties recognise that money damages may not be a sufficient remedy for any breach of this agreement by the Recipient or its directors, employees, agents or contractors and in addition to all other remedies the Proprietor shall be entitled to seek specific performance and injunction or other equitable relief as a remedy for any such breach.

3. Miscellaneous

- a. The failure of either party to enforce any provision of this Agreement at any time shall not operate as a waiver of the provision in respect of the particular act or omission or any other act or omission.

SIGNED AS AN AGREEMENT

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Witness Name)

(Signature of Witness)

DATED the _____ day of _____ 2026.