

THIS DEED is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_

BETWEEN:

**ART OF LIVING FOUNDATION LTD (ACN 108 440 348)** of Suite 15, Level 7, 428 George Street, Sydney in the State of New South Wales (hereinafter referred to as "**the Company**").

AND

<u>NAME</u>	<u>ADDRESS</u>	TELEPHONE AND EMAIL

(hereinafter referred to as "**You**")

- 1. The Company, in its dealings with You, may give You materials and documentation or access to materials and documentation including the following:
  - a) the Company's database on people such as volunteers, participants, leads, teachers and other;
  - b) the Company's future events
  - c) the Company's artwork

(all such material collectively referred to as "the Protected Property").

- 2. The Protected Property at all times belongs to the Company. This means that You cannot copy, keep or use, electronically or otherwise, the Protected Property for a purpose other than in carrying out the tasks requested of you by the Company.
- 3. The Company has copyrights in the Protected Property and reserves those rights.
- 4. You acknowledge and agree as follows:
  - (a) That the Protected Property is valuable and confidential property;
  - (b) You will not use, disclose, copy, reproduce or disseminate the Protected Property except as authorised by the Company;
  - (c) You have no proprietary or other right, title or interest in the Protected Property;
  - (d) Any disclosure, dissemination or use of the Protected Property by You other than as authorised by the Company could cause considerable damage to the Company who will be entitled to equitable relief against You in addition to other rights available at law or under this deed poll by reason of your unauthorised use, disclosure or dissemination;
  - (e) You will indemnify and keep indemnified the Company against all loss and damages arising out of or in connection with any breach of, or failure by You to observe any provision of this Agreement, howsoever caused;
  - (f) You will not use the Confidential Information for the purpose of marketing or selling the services or products of any other entity including Shankara Skincare Pty Ltd or for any other purpose including any purpose associated with Shankara Skincare Pty Ltd; and



- (g) You will at all times abide by the Company's Social Media Policy attached to this Deed and any other policy issued to you by the Company and any amended version of the Company's Social Media Policy and other policies provided to you by the Company from time to time.
- 5. The Company may demand the return of the Protected Property from you at any time and you agree to immediately return the Protected Property to the Company upon receipt of the demand;
- 6. In the event that You breach or threaten to breach the terms of this deed poll, the Company will be entitled to an injunction restraining You from committing any such breach without showing or proving any actual damage sustained by the Company.
- 7. This Agreement shall be governed by and construed in accordance with the laws of New South Wales and You irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales.

EXECUTED AS A DEED POLL dated this..... day of ...... 20......

)

)

)

SIGNED by You in the presence of :

Signature of Witness

Print full name of witness