

CONFIDENTIALITY DEED – TWO WAY

- i) is information from which a person who is receiving or has received a public sector health service could be identified;
- ii) is by its nature confidential;
- iii) is designated as confidential; or
- iv) the Receiving Party knows or ought to know is confidential;

and includes information:

- v) of the terms of this Deed or any other agreement connected with this Deed;
- vi) comprised in or relating to any Intellectual Property Rights;
- vii) concerning the internal management and structure, personnel, processes and policies (including clinical processes and policies), commercial operations, financial arrangements or affairs, internal information technology systems and programs of the Disclosing Party;
- viii) about assets and liabilities of the Disclosing Party;
- ix) that is of actual or potential commercial value to the Disclosing Party; and
- x) relating to the clients or service providers of the Disclosing Party;

but does not include information that:

- xi) was already in the possession of the Receiving Party and not subject to an obligation of confidentiality;
 - xii) was lawfully received from a third party or independently developed by or for the Receiving Party;
 - xiii) is public knowledge, obtained other than through a breach or an obligation of confidentiality; or
 - xiv) is used or disclosed with the written consent of the Disclosing Party.
- (d) **Deed** means this Deed together with any schedules or annexures and any amendments made in accordance with this Deed.
- (e) **Disclosing Party** means the party which is disclosing Confidential Information from time to time.
- (f) **Hospital and Health Service** means the independent statutory bodies that are:
- i) described as Hospital and Health Services;
 - ii) created under the Hospital and Health Boards Act 2011 (Qld) as part of National Health Reform;
 - iii) responsible for the delivery of health services within certain geographical boundaries within Queensland; and

- iv) replace the former health services districts within the Department.
- (g) **Intellectual Property Rights:** means all registered and unregistered rights in Australia and throughout the world for:
- i) copyright;
 - ii) trade or service marks;
 - iii) designs;
 - iv) patents;
 - v) semiconductors or circuit layouts;
 - vi) source codes and object codes;
 - vii) trade, business or company names;
 - viii) indications of source or appellations of origin;
 - ix) trade secrets;
 - x) know-how and confidential information;
 - xi) the rights to registration of any of the above; and
 - xii) the right to bring an action for infringement of any of the above;
- but excludes Moral Rights.
- (h) **Loss** includes (and is not limited to) any loss, liability, tax, prohibition, penalty, fine or expense.
- (i) **Moral Rights:** means the moral rights conferred by the *Copyright Act 1968* (Cth), including the right of integrity of authority, the right of attribution of authorship and the right not to have authorship falsely attributed.
- (j) **Parties** mean the parties who execute and are bound by the terms of this Deed.
- (k) **Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion; and includes the definition of 'personal information' in the *Information Privacy Act 2009* (Qld).
- (l) **Purpose** means negotiations and discussions for the purpose of evaluating a potential business relationship in which the Other Party may provide products and services to Queensland Health, if a contract is awarded to the Other Party by Queensland Health. The Purpose is further described in the Schedule.
- (m) **Receiving Party** means a party, including an Affiliate, which is receiving information from time to time, including Confidential Information.

2 INTERPRETATION

In this Deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party is to a party to this Deed and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (c) the meaning of the general words is not limited by specific examples introduced by including, for example or similar expressions;
- (d) any Deed, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (e) any Deed, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (f) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Deed or any part of it; and
- (g) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.

3 DISCLOSURE

- 3.1 The Receiving Party acknowledges that it may be given access to certain Confidential Information of the Disclosing Party solely for the Purpose and subject to these terms and conditions.
- 3.2 The obligations in this Deed apply irrespective of the method of disclosure, whether in writing, electronically, orally, by demonstration, description, inspection or otherwise.

4 CONFIDENTIALITY OBLIGATIONS

- 4.1 In consideration of the disclosure referred to in clause 3, the Receiving Party agrees to:
 - (a) keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
 - (b) take reasonable security precautions, having regard to the nature of the information and the medium in which it is found;
 - (c) limit access to those of its employees, contractors, agents or Affiliates reasonably requiring the Confidential Information on a strictly need to know basis for the Purpose;
 - (d) notify the Disclosing Party as soon as reasonably practicable in the event of any disclosure which is strictly required by law, so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the

Confidential Information which is legally required and shall exercise reasonable efforts to cooperate with the Disclosing Party to obtain a protective order or other reliable assurance of confidential treatment;

- (e) notify the Disclosing Party as soon as reasonably practicable upon discovery of any unauthorised use or disclosure of Confidential Information or other breach of this Deed and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorised use or disclosure;
- (f) not use any Confidential Information in any way other than for the Purpose or as otherwise contemplated by this Deed without the prior written permission of the Disclosing Party; and
- (g) ensure that all employees, contractors, agents or its Affiliates to whom Confidential Information is disclosed have executed written agreements with obligations of confidentiality no less stringent than those in this Deed or are legally bound to keep the Confidential Information confidential and not to use the Confidential Information except for the Purpose.

4.2 The parties agree that nothing in this Deed prohibits Queensland Health from disclosing Confidential Information it receives to a Hospital and Health Service provided such Hospital and Health Service executes with its employees, contractors or agents a written agreement with obligations of confidentiality no less stringent than those in this Deed.

4.3 The parties agree that the following use or disclosure by the Receiving Party will not constitute a breach of this Deed:

- (a) with the prior written consent of the Disclosing Party;
- (b) where required by law, subject to compliance with clause 4.1(d); or
- (c) where disclosed to an advisor of the Receiving Party under a professional relationship that is governed by an obligation of confidence.

5 PERSONAL INFORMATION

5.1 This clause applies if the Confidential Information also includes Personal Information.

5.2 Unless authorised by law, the Receiving Party must:

- (a) when using the Personal Information for the Purpose, comply with parts 2 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) as if it were a government agency;
- (b) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
- (c) not use Personal Information other than for the purposes directly related to carrying out the Purpose;
- (d) not transfer any Personal Information outside of Australia without the prior written consent of the Disclosing Party except in the circumstances where such transfer is to an Affiliate;

- (e) ensure that access to Personal Information is restricted to those persons who require access for purposes directly related to carrying out the Purpose;
 - (f) ensure that its officers, employees, agents, contractors and sub-contractors comply with the same obligations as those imposed on the Receiving Party under this clause;
 - (g) fully and promptly cooperate with the Disclosing Party to enable the Disclosing Party to respond to any applications or privacy complaints which require access to, or amendment of any document containing a person's Personal Information;
 - (h) promptly notify the Disclosing Party if the Receiving Party becomes aware of any unlawful use or disclosure of Personal Information belonging to the Disclosing Party in its possession or control; and
 - (i) if requested in writing by the Disclosing Party promptly return or destroy any record, document or file which contains Personal Information belonging to the Disclosing Party in accordance with the Disclosing Party instructions.
- 5.3 If reasonably requested by the Disclosing Party, the Receiving Party must obtain from its officers, employees, agents, contractors, sub-contractors and Affiliates a deed of privacy in a form acceptable to the Disclosing Party.
- 5.4 The Receiving Party must promptly notify the Disclosing Party upon becoming aware of any breach of this clause.

6 RETURN OF INFORMATION

At the conclusion of the Purpose and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents or materials originating from the Disclosing Party and disclosed under this Deed for the Purpose, including any documents or materials containing or embodying Confidential Information and undertakes not to keep any copies, notes or records of such information except to the extent required by law and subject to the obligations of this Deed, the Receiving Party may retain one (1) copy in a secure location solely for the purpose of determining that party's obligations hereunder, or to comply with normal and customary record keeping requirements and processes. This obligation to return Confidential Information does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of information system procedures, provided that the retaining party must not use such copies for any other purpose.

7 INDEMNITY

- 7.1 To the fullest extent permitted by law, the Receiving Party indemnifies the Disclosing Party for all loss resulting from any Claim related to:
- (a) any act or omission which amounts to a breach of the Receiving Party's obligations under this Deed;
 - (b) any unlawful act or omission connected with the Receiving Party's actual or attempted performance of its obligations under this Deed; or
 - (c) any neglect or default connected with the Receiving Party's actual or attempted performance of its obligations under this Deed.

- 7.2 Liability under this clause will be proportionally reduced to the extent that the Disclosing Party has contributed to the loss that is the subject of the Claim.

8 PROPRIETARY RIGHTS

The Receiving Party obtains no proprietary rights of any kind to any Confidential Information as a result of a disclosure to it under this Deed.

9 RELIEF

The Receiving Party acknowledges and agrees that monetary damages may be an insufficient remedy for breach of this Deed and that, in addition to any other remedy available, the Disclosing Party is entitled to injunctive relief to prevent a breach of this Deed.

10 WAIVER

A party's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

11 ASSIGNMENT

A party will not assign or transfer any of its rights or obligations under this Deed without the prior written consent of the other party.

12 REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the others that it shall execute all documents and do all acts and things reasonably required for the purposes of giving effect to this Deed.

13 EXPENSES

Each party shall bear their own costs and expenses relating to the completion of this Deed.

14 JURISDICTION

- 14.1 This Deed is governed by the law of Queensland, Australia. Each party submits to the jurisdiction of the courts of Queensland, and the courts of appeal from those courts.

15 TERM AND SURVIVAL

This Deed shall commence on the date of this Deed and shall continue until the conclusion of the Purpose unless terminated earlier by either party by giving thirty (30) days' written notice to the other party. Notwithstanding the term specified in this clause, the parties agree that the confidentiality and non-use obligations hereunder will survive expiration or termination of this Deed.

16 COUNTERPARTS

This Deed may be executed in counterparts. All executed counterparts constitute one document.

RTI Release

SCHEDULE

Purpose:

Appointment of the Other Party as a supplier of Epidiolex^R to Queensland Health.

RTI Release

THE PARTIES TO THIS DEED HAVE EXECUTED THE DEED ON THE DATES SET OUT BELOW.

Signed, sealed and delivered for and on behalf of the **State of Queensland acting through Queensland Health**, ABN 66 329 169 412 by its duly authorised officer:

Dr Jeannette Young
Chief Health Officer and
Deputy Director-General
Prevention Division

.....
(signature of authorised officer)

this 11th day of October 2016

In the presence of:

Yvonne Li Snr Director

.....
(insert name and title/position of witness)

.....
(signature of witness)

Signed, sealed and delivered for and on behalf of **Link Medical Products Pty Ltd** ABN 73 010 971 516 by its duly authorised officer:

.....
(name and title/position of person signing)

.....
(signature of authorised officer)

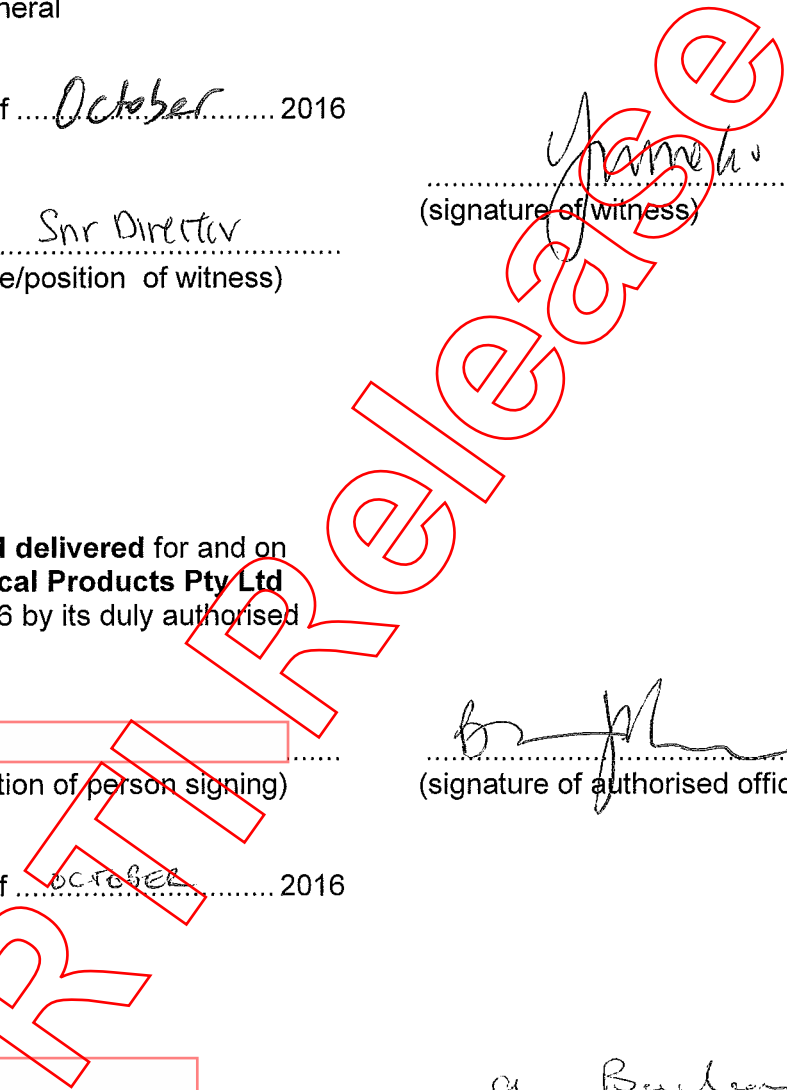
this 20th day of October 2016

in the presence of

.....
(insert name and title/position of witness)

.....
(signature of witness)

CUSTOMER SERVICE REPRESENTATIVE



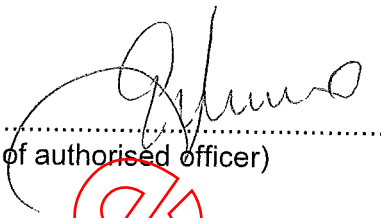
Signed, sealed and delivered for and on behalf of **Link Medical Products Pty Ltd** ABN 73 010 971 516 by its duly authorised officer:

[Redacted box]

- DIRECTOR

.....
(name and title/position of person signing)

.....
(signature of authorised officer)



this...^{20th}... day of... ^{OCTOBER}... 2016

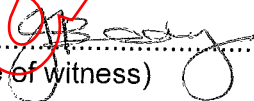
in the presence of

[Redacted box]

- Exec Assistant

.....
(insert name and title/position of witness)

.....
(signature of witness)



RTI RELEASE

Deed of Variation

This DEED OF VARIATION is made this 17 day of February 2017.

Between

The State of Queensland acting through Queensland Health ABN 66 329 169 412
represented by **Central Pharmacy, Health Support Queensland** of
 of GPO Box 48 Brisbane Qld 4001

('CP')

And

Link Medical Products Pty Ltd ACN: 010 971 516 of

('Contractor')

RECITALS

- A. CP and the Contractor entered into the Agreement for the purposes of the Contractor supplying services to CP. A copy of the Agreement is attached as **Attachment A**.
- B. Clause 16.5 of the Agreement states that the Agreement may only be amended by written agreement between the Parties.
- C. CP and the Contractor wish to vary the terms and conditions of the Agreement and record the variation in this Deed of Variation.

THE PARTIES AGREE AS FOLLOWS:**1 DEFINITIONS**

For the purposes of this Deed, the following definitions apply:

- (a) **Agreement** means the 'Central Pharmacy Services Agreement' between CP and the Contractor dated 24 January 2017.
- (b) **Effective Date** means the date the last Party signs this Deed.
- (c) **Party** means a party to this Deed as described above.

2 INTERPRETATION

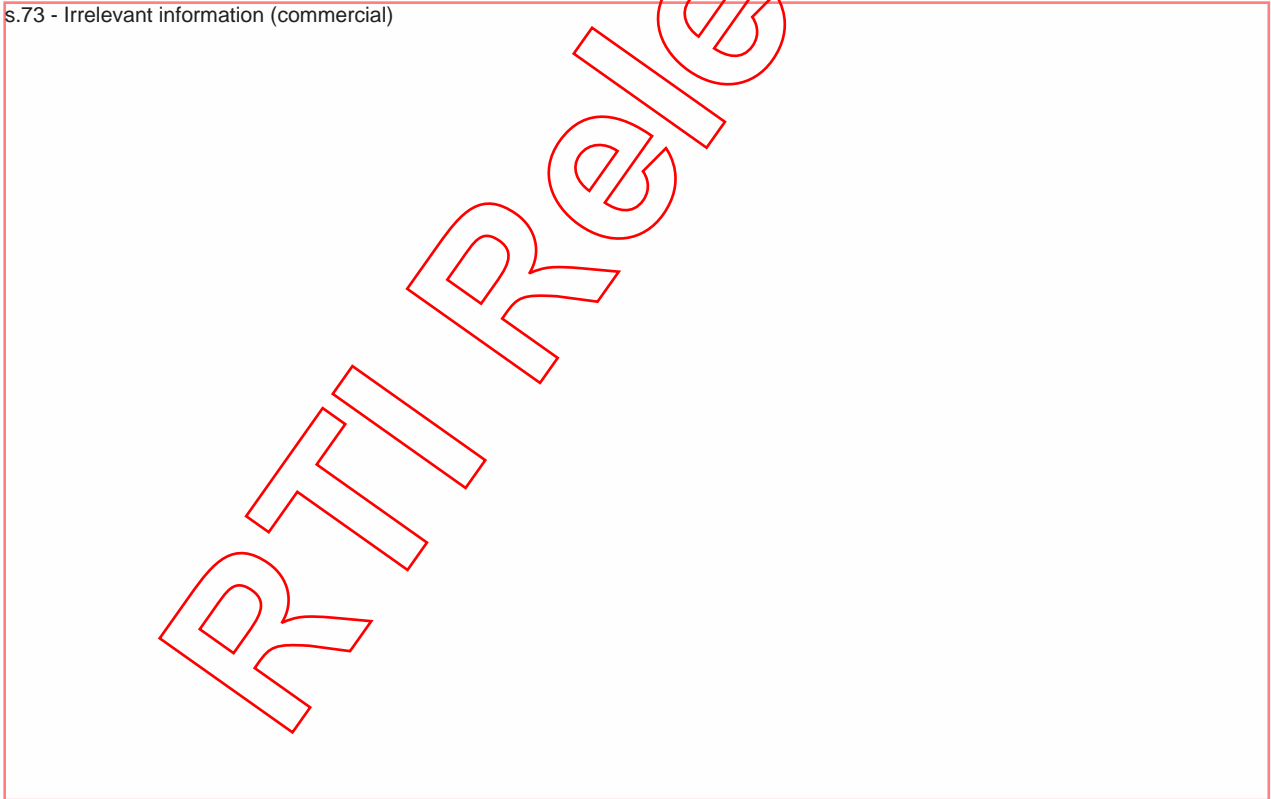
In this Deed, except where the context otherwise requires:

- (a) terms used in this Deed have the meanings attributed to them in the Agreement unless the context otherwise requires;
- (b) the singular includes the plural and vice versa;

- (c) a reference to a Party is to a Party to this Deed and a reference to a party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (d) the meaning of the general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (e) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (f) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (g) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Deed or any part of it; and
- (h) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day.

3 VARIATION

s.73 - Irrelevant information (commercial)



4 RATIFICATION

- 4.1 The Parties acknowledge and agree that the Agreement, as amended, continues in full force on and from the date of signing of this Deed.

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4.2 The Agreement as amended by this Deed constitutes the entire agreement between the Parties.

5 ACKNOWLEDGEMENT

Each Party acknowledges that this Deed is made in accordance with the Agreement.

6 REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the others that it shall execute all documents and do all acts and things reasonably required for the purposes of giving effect to this Deed.

7 EXPENSES

Each Party shall bear their own costs and expenses relating to the completion of this Deed.

8 GENERAL

8.1 This Deed is governed by the law of Queensland, Australia. Each Party submits to the jurisdiction of the courts of Queensland, and the courts of appeal from those courts.

8.2 This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

RTI Release



The Parties to this Deed have executed the Deed on the dates set out below.

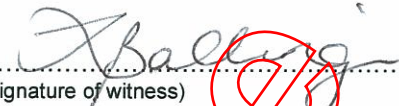
Signed, Sealed and Delivered for and on behalf of the State of Queensland acting through Queensland Health, ABN 66 329 169 412 by its duly authorised officer by:

..... **Dorothy Vicenzino**
(name and title/position of person signing)
Executive Director
Chief Medical Officer and
Healthcare Regulation Branch
this 16 day of February 2017
Prevention Division


.....
(signature of authorised officer)

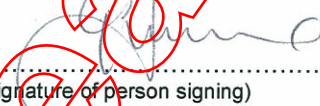
In the presence of:

Louise Ballinger, Manager
.....
(insert name and title/position of witness)


.....
(signature of witness)

Signed, Sealed and Delivered for and on behalf of **Link Medical Products Pty Ltd** ACN: 010 971 516 by:

.....
(name and title/position of person signing)


.....
(signature of person signing)

this 16 day of FEBRUARY 2017

in the presence of

.....
(insert name and title/position of witness)


.....
(signature of witness)

RTI RELEASED

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ATTACHMENT A

Following this page is a copy of the Agreement.

RTI Release

