

## SCHEDULE 4

### DEED POLL

**THIS DEED POLL** is dated ..... Y20 .....

**BY:** *Insert Business Name*..... (**Contractor**)

Of..... (**Full Address**)

.....P/C .....

**IN FAVOUR OF:**       **The Last Song Pty Ltd T/A BPM Entertainment**  
(ABN 24 405 783 958) of 8 Viv Hull Ave, Eumundi Queensland, 4562.  
Australia

#### **INTRODUCTION:**

- A**   BPM Entertainment conducts the business of providing a range entertainment services to clients.
- B**   The Contractor is engaged by BPM Entertainment.
- C**   In the course of his/her engagement, the Contractor will have access to or become aware of certain commercial information concerning BPM Entertainment and its business that BPM Entertainment regards as commercially sensitive and its confidential property.
- D**   The Contractor has agreed to keep that information confidential on the terms and conditions set out in this deed poll.
- E**   In the course of his/her engagement, the Contractor may conceive, make or improve products, processes or other materials in which there exist intellectual property rights.
- F**   The Contractor has agreed to do all things necessary to assign any such rights to BPM Entertainment.

**BY THIS DEED POLL** the Contractor covenants and agrees as follows:

#### **1. CONFIDENTIALITY**

- (a) In this deed poll, **Confidential Information** means all information concerning or relating to BPM Entertainment's present or contemplated products, market research information, marketing and pricing strategies, financial affairs, business operations, trade and business secrets, customer information, manufacturing processes, advertising proposals, purchasing procedures, business development and business operations of which the Contractor has access to or becomes aware of or generates in the course of or in connection with his/her engagement.
- (b) The Contractor agrees to hold and maintain in confidence all Confidential Information and will not disclose or transfer Confidential Information to any third

party or copy, reproduce or use Confidential Information for any purpose except as provided in this deed poll.

- (c) The Contractor will have no obligation of confidentiality or non-use with respect to any portion of Confidential Information which:
  - (i) is or later becomes generally available to the public by use, publication or the like, through no fault of the Contractor; or
  - (ii) is required by law to be disclosed.
- (d) The Contractor must immediately notify BPM Entertainment of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

## **2. USE**

- (a) The Contractor will not use Confidential Information for any purpose other than as may be necessary in the course of his/her engagement.
- (b) The Contractor will not transfer, disclose or provide access to Confidential Information to any third party without BPM Entertainment's prior written consent.

## **3. RETURN OF CONFIDENTIAL INFORMATION**

The Contractor must, immediately upon request, return all tangible Confidential Information to BPM Entertainment without the Contractor retaining any drafts, copies, extracts or reproductions of the Confidential Information.

## **4. REMEDIES**

The Contractor acknowledges and agrees that BPM Entertainment cannot be adequately compensated by damages in an action at law for any breach by the Contractor of this deed poll and that BPM Entertainment will accordingly be entitled to seek injunctive and other equitable relief to prevent or cure any breach or threatened breach of this deed poll by the Contractor.

## **5. AMENDMENTS**

No modification of this deed poll will be effective unless made in writing and signed by a duly authorised representative of each party.

## **6. ASSIGNMENT**

The Contractor may not assign its rights under this deed poll nor novate its obligations under this deed poll to any person without the prior written consent of BPM Entertainment (which consent BPM Entertainment may give, give conditionally or withhold in its absolute discretion).

## **7. OWNERSHIP OF INTELLECTUAL PROPERTY AND TRADE SECRETS**

- (a) All inventions, discoveries and improvements, including computer software, which the Contractor may conceive, make or improve (whether alone or not) during the period of the Contractor's engagement, relating to or connected with any of the matters which have been, are, or may become the subject of BPM Entertainment's

business, or in which BPM Entertainment has been, is, or may become interested, shall be the exclusive property of BPM Entertainment and will be considered to be Confidential Information for the purposes of this deed poll.

- (b) In this deed poll, **Intellectual Property Rights** means all intellectual property rights including, without limitation:
  - (i) Patents, copyright, registered designs, trademarks (both registered and unregistered), business and trade names, and the right to have confidential information kept confidential; and
  - (ii) Any application or right to apply for registration of any of those rights.
- (c) The Contractor hereby assigns to BPM Entertainment all existing and future Intellectual Property Rights in (including any exclusive right to develop, make, use, exercise and vend, licence or otherwise benefit from) any information, discovery, process, products, materials, things or other form of knowledge conceived, made or improved by the Contractor (whether alone or not) during the course of the Contractor's engagement.
- (d) Further, any such creation, conception, development or improvement by the Contractor shall be deemed work made in scope and during the course of the Contractor's engagement and shall be promptly disclosed to BPM Entertainment and the Contractor shall have no proprietary or other rights to that work.
- (e) The Contractor must take any actions that may be necessary to give full effect to the provisions of this deed poll, including (but without limiting the generality of the provisions) assignments of rights in specific designs, development, processes, formulae, information or products and preparation for patent of designs applications.

**8. ENTIRE AGREEMENT**

- (a) In this deed poll, **the Agreement** means the written agreement between the Contractor and BPM Entertainment headed 'Independent Contractor Agreement'.
- (b) This deed poll constitutes the entire deed poll and understanding of the parties concerning its subject matter and supersedes any and all prior agreements and understandings, whether written or oral, in relation to that subject matter, with the exception that the provisions in the Agreement, continue to apply in addition to this deed poll.

**9. GOVERNING LAW**

This deed poll and the rights and obligations of the parties under this deed poll are governed by the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State and any courts competent to hear appeals from those courts.

**EXECUTED** as a deed poll

Signed, sealed and delivered ) Contractor Name  
by **THE CONTRACTOR** )

in the presence of:

)

\_\_\_\_\_  
Signed (contractor)  
\_\_\_\_\_

.....  
Witness

.....  
Print Name