LJS-RFP-2026-01

Confidentiality Undertaking

LJS-RFP-2026-01 · Form RFP-04

Issued by LJ Scarborough Pty Ltd · Perth, Western Australia
Contact: Satoshi Ashikari, General Manager, Finance & Accounting Dept., LNG Japan Corporation

DRAFT – to be reviewed by LJS's legal adviser before issue. Return the signed form to the Contact Officer by e-mail to receive data room access.

To: LJ Scarborough Pty Ltd ("**LJS**"), Perth, Western Australia, and LNG Japan Corporation ("**LNG Japan**")

From (the "Recipient"): [Company legal name], ABN [ ], of [address]

Purpose: to evaluate and prepare a proposal in response to Request for Proposal LJS-RFP-2026-01 for application support, maintenance and minor enhancement services for the FX Ledger BCX application (the "**Purpose**").

1. Confidential Information

"**Confidential Information**" means all information disclosed by or on behalf of LJS or LNG Japan in connection with the RFP, whether before or after the date of this undertaking and in whatever form. It includes the RFP documents, the source code, data model, documentation, manuals, credentials, the demonstration installation and its data, and information about the business, finances, systems and personnel of LJS, LNG Japan and their shareholders. It does not include information that the Recipient can show:

a. is or becomes public other than through a breach of this undertaking;

b. was lawfully known to the Recipient, free of any duty of confidence, before it was disclosed; or

c. was independently developed by the Recipient without using Confidential Information.

2. Undertakings

The Recipient undertakes that it will:

1. use the Confidential Information only for the Purpose;
2. keep it confidential and disclose it only to its employees and professional advisers who need to know it for the Purpose and who are bound by obligations of confidence no less protective than this undertaking; the Recipient is responsible for their compliance;
3. not disclose it to any subcontractor or any person outside Australia without LJS's prior written consent;
4. protect it with at least the security measures it uses for its own confidential information, and in any case reasonable measures. In particular, it will not share data room credentials, and it will keep any copy of the source code only on systems it controls;
5. not use the source code or the demonstration installation for any purpose other than evaluation, and not attempt to access any system other than the demonstration installation;
6. notify LJS promptly of any actual or suspected unauthorised use or disclosure; and
7. on request, or when it is informed that it has not been selected, promptly return or securely destroy all Confidential Information in its possession, and confirm in writing that it has done so. Copies in automatic backups that are not readily accessible may be kept until deleted in the normal cycle, and remain subject to this undertaking.

3. Compelled disclosure

If the Recipient is required by law or by the rules of a stock exchange to disclose Confidential Information, it may do so to the extent required. Where the law allows, it will give LJS prior notice so that LJS can seek protection.

4. No licence or obligation

No licence or other right in the Confidential Information is granted except as needed for the Purpose. All intellectual property remains with its owner. Neither LJS nor LNG Japan is obliged to enter into any contract, and Confidential Information is provided “as is”, without warranty.

5. Duration and remedies

This undertaking continues for three years from the date of signature, and for source code indefinitely. The Recipient acknowledges that damages may not be an adequate remedy and that LJS and LNG Japan may seek injunctive relief.

6. Governing law

This undertaking is governed by the laws of Western Australia. The Recipient submits to the non-exclusive jurisdiction of its courts.

Signed for and on behalf of the Recipient

Field	Entry
Company	
Name of authorised signatory	
Title	
Signature	
Date	
Persons to receive data room access (name, e-mail) – maximum 5	