

CONTRACTOR CONFIDENTIALITY DEED

This is a legally binding deed poll by the individual or company (**Contractor**) whose name appears at the end of this deed, in favour of the customer identified at the end of this deed (**Customer**) and its subsidiaries (if any).

Background

The Contractor is a contractor to Customer (or works in any capacity for a contractor to Customer). Customer may elect to disclose to the Contractor or its Personnel, or permit the Contractor or its Personnel to receive:

- financial, technological, strategic or business information;
- research, development, operational, legal, marketing or accounting information;
- information about software, other technology or intellectual property;
- pricing, customer or supplier information, or
- any other information connected with the business of Customer,

whether relating to Customer or any other person (such as a client of Customer) and whether owned by or licensed to Customer. All such information, whether or not marked confidential, will be "Confidential Information" for the purposes of this deed (as will any information developed or created by the Contractor using any Confidential Information or in the course of the Contractor's engagement with Customer) unless it:

- is already public knowledge when it is disclosed to the Contractor;
- becomes public knowledge after it is disclosed to the Contractor other than because of a breach of confidentiality by the Contractor or any other person; or
- is in, or comes lawfully into, the possession of the Contractor other than because of a breach of confidentiality by some other person.

The Contractor covenants as follows:

Contractor Must Always Keep Information Confidential

The Contractor must hold the Confidential Information in strict confidence and must take all steps necessary to preserve its confidentiality. The Contractor may only disclose Confidential Information to another person if the Contractor obtains written permission from Company and the person executes a deed similar to this deed. The Contractor must not use or copy any Confidential Information in any way except as is legitimately required as part of the Contractor's engagement with Customer. If Customer is subject to any restrictions on the disclosure or use of any Confidential Information, then the Contractor must not breach any of those restrictions.

Return of Confidential Information

If the Contractor's engagement with Customer ends, or if requested earlier by Customer, the Contractor must immediately deliver to Customer all forms of any Confidential Information under the possession, power or control of the Contractor. The Contractor must confirm in writing promptly when the Contractor has done so.

Contractor responsible for Personnel

The Contractor must ensure that all its Personnel comply with this deed as if references to the Contractor were references to them and, if requested by Customer from time to time in relation to any Personnel, must also procure that those Personnel execute a deed in the same form as this deed.

Miscellaneous

This deed is entirely separate from any contract between Customer and the Contractor regarding the work of the Contractor. This deed operates from the date of commencement of the Contractor's engagement with Customer, or the date of this deed, whichever is earlier. All of the Contractor's obligations under this deed will continue even if the Contractor's engagement with Customer ends. To the extent that this deed is void or unenforceable, it must be read down to the minimum extent necessary to make it valid and enforceable.

All references to Customer in this deed include references to Customer's subsidiaries (if any), with the intention that the Contractor will owe comparable obligations to Customer's subsidiaries in respect of the subsidiaries' Confidential Information. All references to intellectual property include copyright, patents, inventions and discoveries, whether registered or not. All references to Personnel mean any employee or officer of the Contractor, any direct or indirect subcontractor (whether a company, individual or otherwise) of the Contractor, and any employee or officer of any such subcontractor.

Customer name (including ACN / ABN): _____
Customer address: _____

EXECUTED AS A DEED POLL:

CONTRACTOR'S DETAILS AND EXECUTION (if an individual)	
Individual's name:	_____
Individual's address:	_____
Date:	_____
Signed, sealed and delivered by the Contractor)))) _____
	<i>Individual's signature</i>
Witness signature:	_____
Witness name:	_____

CONTRACTOR'S DETAILS AND EXECUTION (if a company)	
Company name (including ACN/ABN):	_____
Company address:	_____
Date:	_____
Executed by the Contractor in accordance with section 127 of the Corporations Act 2001:	
_____	_____
<i>Director / Secretary / Sole director and sole secretary</i>	<i>Director</i>
_____	_____
<i>Name (printed)</i>	<i>Name (printed)</i>