

## CONFIDENTIALITY AGREEMENT

This is a legally binding agreement between the Discloser and Recipient described at the end of this agreement. The Discloser and Recipient intend to engage in the activity described below **(Activity)**.

For the purposes of this agreement, "Confidential Information" means the existence, nature and details of the Activity and this agreement, and all information disclosed or made available by the Discloser in connection with the Activity, in each case unless it:

- (i) is public knowledge when it is disclosed to the Recipient;
- (ii) becomes public knowledge after it is disclosed to the Recipient other than because of a breach of confidentiality by the Recipient or a person to whom the Recipient discloses it; or
- (iii) is in, or comes lawfully into, the possession of the Recipient other than because of a breach of confidentiality by some other person.

In return for the Discloser engaging in the Activity or disclosing any Confidential Information to the Recipient, the Recipient agrees that:

- (a) The Recipient must hold the Confidential Information in strict confidence and must take all steps necessary to preserve its confidentiality. Without limiting the foregoing, the Recipient must not disclose any Confidential Information, or use or copy any Confidential Information, in any way except to the minimum extent strictly necessary for the Activity.
- (b) Paragraph (a) does not apply to the disclosure of Confidential Information to the minimum extent required in order to comply with any applicable law, court order or obligation to any stock exchange on which the Recipient is listed, but the Recipient must notify the Discloser of the details of any such disclosure and give the Discloser a reasonable opportunity to challenge that disclosure in a court of law in advance of it occurring.
- (c) The obligations of the Recipient under this agreement continue after the Activity is completed and survive any termination of this agreement. When the Activity is completed, or if requested earlier by the Discloser, the Recipient must immediately destroy or deliver to the Discloser all forms of any Confidential Information under the possession, power or control of the Recipient. The Recipient must confirm in writing promptly when it has done so.
- (d) Any information developed or created by the Recipient using the Confidential Information will itself be Confidential Information.

<b>Activity:</b>	<hr/> <hr/> <hr/> <hr/>
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**EXECUTED** as an agreement:

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

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

<b>RECIPIENT'S DETAILS AND EXECUTION</b> (if an individual)	
<b>Individual's name:</b>	_____
<b>Individual's address:</b>	_____
<b>Executed by the Recipient:</b>	) ) ) ) _____ <i>Individual's signature</i>
<b>Date:</b>	_____