

DATED _____

BETWEEN David McKenzie A.B.N 61 540 737 172, trading as McKenzie Electronic Design
PO Box 592, Eastwood, NSW 2122, Australia
+61 425 669 776

AND Business Name _____

ABN _____ Contact Person _____

Address _____

Phone _____

Confidential Information

Means all information, discussions and presentations relating to the business and affairs of the Parties and the Relevant Bodies and any research and proprietary information relating to the Parties' business that is not generally known to the public and whether or not marked "confidential" or "proprietary".

Approved Purpose

To enable the Parties to learn of certain of the other Parties business, scientific and technical developments to enable the Recipient to have a detailed understanding of the other Parties' business and technology for the purposes of evaluating any joint business opportunities and potential synergies that may arise from technical integrations.

Introduction

The Parties have agreed to provide to each other certain Confidential Information for the Purpose, subject to the terms of this agreement.

The Parties have agreed to receive that Confidential Information subject to the terms of this agreement.

It is agreed:

1. Interpretation

In this agreement, unless the contrary intention appears:

Confidential Information means:

- a) The existence of the discussions in relation to the Purpose, the subject of this agreement;

- b) All unpatented inventions, ideas, know-how, concepts, trade secrets, processes, proprietary technology and techniques and all related information of the Discloser or any Relevant Body, disclosed or supplied by or behalf of the Discloser to the Recipients in connection with the Purpose, whether orally, visually or in documentary or electronic form;
- c) Commercial, business, technical and proprietary information, information regarding products and related documents, manuals, data, research and development plans, product and business plans, strategies, historical financial results, budgets, forecasts, projections and other financial data, of the Discloser or any Relevant Body disclosed or supplied by or on behalf of the Discloser to the Recipients in connection with the Purpose, whether orally, visually or in documentary or electronic form; and
- d) Any notes, records or copies made by the Recipients of the information referred to in paragraph b or c of this definition, and includes, without limitation, the Specified Information, but excludes information that:
- e) Is either in the public domain or comes into the public domain (otherwise than as a result of breach of this agreement by the Recipients or a breach of confidence by any other person); and
- f) The Parties are compelled to disclose by statute or law provided that the Parties
 - a. Give the Discloser prompt written notice of any impending compelled disclosure;
 - b. Provide reasonable assistance to the Discloser in opposing the compelled disclosure; and
 - c. Make only such disclosure as is compelled.

Purpose means the purpose described in the Contract Details under Approved purpose section.

Relevant Bodies means the companies or persons known as the discloser's subsidiary and affiliated companies.

Specified Information means the information described in the Contract Details under Confidential information section.

2. Disclosure and Use of Confidential information

In consideration of the Parties disclosing Confidential Information to the other Parties, the Parties agree that:

- a. they will use the Confidential Information exclusively in connection with the purpose, and for no other purpose;
- b. they will keep all Confidential Information in confidence and will only permit such officers and employees of the Parties to become aware of the Confidential Information:
 - i. as require the Confidential Information for the purposes of carrying out their duties in connection with the Purpose; and
 - ii. who are aware of the Recipients' obligations under this agreement;
 - iii. who are legally bound under the terms and conditions of their employment agreements (or otherwise) to observe the provisions of this agreement;
- c. they will not use or disclose, or permit its officers, employees, agents or advisors to use or disclose the Confidential Information, or any portions of the Confidential Information for any purpose except:
 - i. to consultants and professional advisers of the Parties to whom the Confidential Information is disclosed in connection with their involvement with the Purpose, and who owe a duty of confidentiality to the Parties and are aware of the Parties' obligations under this agreement;
 - ii. required by statute or law.

3. Security and Control

The Parties must:

- a. Establish and maintain all necessary security measures to maintain the confidential nature of the Confidential Information, in no event less than the same degree of care that the Recipients' use to protect its own confidential and proprietary information or similar importance to safeguard Confidential Information from access or use that is not authorized under this agreement; and

- b. Immediately notify the other Parties of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information.

4. Return of Confidential Information

The Parties must immediately, on request at any time made by the other Parties:

- a. Return to the Discloser;
- b. Destroy and certify in writing to the Discloser the destruction of; or
- c. Destroy and permit an employee of the Discloser to witness the destruction of, all the Discloser's Confidential Information, stored in any medium, in the Recipients' possession or control (including the original medium, copies and that part of notes and other records prepared by the Recipients based on or incorporating any Confidential Information).

5. Right to Disclose But No Other Warranty

Each of the Parties warrants that it has the right to disclose the Confidential Information to the other Parties. Otherwise, all Confidential Information is provided solely for the purpose of assessing the Purpose and without any warranty (expressed, implied or otherwise) regarding the accuracy or completeness of the Confidential Information being given by the Discloser. The only warranties provided by the Discloser will be those (if any) contained in a definitive and binding agreement entered into by the parties (if any) in relation to the Purpose.

6. No Further Rights

The Confidential Information remains the property of the Discloser. The grant of access to the Confidential Information by the Discloser is not an expressed or implied license to use the Confidential Information for any other purpose than in connection with the Recipients' consideration of the Purpose.

7. Termination

- a. A party may terminate this agreement at any time with immediate effect by giving written notice to the other party.
- b. On termination, the Recipients will have no right to continue to use the Discloser's Confidential Information but must continue to keep that Confidential Information confidential in accordance with clauses 2, 3 and 4 of this agreement which survive termination.

8. No Obligation

The provision of the Confidential Information to the Recipients is not an expressed or implied representation or warranty that the Discloser will proceed with the Purpose. This Discloser may at any time advise that it no longer wishes to proceed with the Purpose or no longer wishes to deal with the Recipients or any of them in relation to the Purpose.

9. Governing Law

This agreement is governed by the laws of the jurisdiction of NSW Australia.

10. Counterpart

This agreement may be executed in any number of counterparts. A counterpart may be a facsimile. Together all counterparts make up one document

EXECUTED as an agreement.

Business Name _____

SIGNED by _____ (Name)

Signature

Date

McKenzie Electronic Design

SIGNED by David McKenzie A.B.N 61 540 737 172:

Signature

Date