

MUTUAL NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made.....

BETWEEN Profiles-r-us.com Pty Ltd, a company incorporated in Australia and having its registered Office at Level 2, 159 High Street, Prahran, Melbourne, Victoria (“Profiles”; AND“.....”).

NOW IT IS AGREED as follows:-

1. In this Agreement the following words shall have the following meanings:-

“Confidential Information” means in relation to either Party, any information and/or material concerning or belonging to that Party’s operations, processes, plans or intentions and without prejudice to the generality of the foregoing, shall also include any information concerning the trade secrets, business dealings, affairs, methods and techniques of that Party or any of the employees, customers, suppliers or business connections of that Party;

“Disclosing Party” means the Party who discloses any of its Confidential Information under this Agreement;

“Purpose” means any discussions and negotiations between the parties to this Agreement concerning or in connection with marketing and supply of the system and services provided by *profiles-r-us.com*;

“Receiving Party” means the Party who receives Confidential information of the Disclosing Party”;

“Receiving Party’s Group” means the Receiving Party and all or any (if any) of the Receiving Party’s subsidiaries and holding companies and all or any subsidiaries of any such holding company;

“Third Party” Means any Person other than *profiles-r-us.com* or “.....”.

2. In consideration of the Disclosing Party making available and/or known to the Receiving Party information and/or material concerning or belonging to the Disclosing Party for the Purpose, the Receiving Party hereby undertakes as follows:-

- (a) Confidential Information which may be furnished as disclosed by a Party will be regarded and treated as secret and confidential by the Receiving Party and shall not, without the prior written consent of the Disclosing Party, be disclosed to any Third Party and shall not be used by the Receiving Party other than in connection with the Purpose. The Receiving Party will ensure that only its directors, officers, employees, suppliers, professional advisers, agents and other representatives whose duties require them to possess any Confidential Information shall have access thereto and that they shall be instructed to treat the same as confidential;
- (b) Except as provided below, the Receiving Party will not directly or indirectly use or assist any Third Party to use any Confidential Information for any purpose;
- (c) The obligations of confidentiality under Clause 2 shall not apply to Confidential Information which the Receiving Party can prove:-
 - (i) Was in the public domain at the time of its receipt of it or has subsequently entered into the public domain other than by reason of a breach by the Receiving Party of the provisions of this Agreement or of any obligation of confidence owed by the Receiving Party; or
 - (ii) Was already known to the Receiving Party prior to its receipt; or
 - (iii) Was disclosed to the Receiving Party lawfully by a Third Party who did not directly or indirectly obtain it from the Disclosing Party.
- (d) The provisions of Clause 2 shall not apply to any Confidential Information to the extent that the Receiving Party is required to divulge it by any Court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement or by any

stock exchange, take-over panel or other public or quasi-public body.

3. Any written, typed, printed, encrypted or stored (by any media) information or data supplied to the Receiving Party by the Disclosing Party will at all times remain the sole property of the Disclosing Party and shall, save as required by law or regulation, be returned to the Disclosing Party (without copies of it being retained) upon receipt of a written demand from the Disclosing Party to do so. The Receiving Party shall not be required to return reports, notes or other material prepared by or on behalf of the Receiving Party which incorporate Confidential Information provided that the Confidential Information is kept confidential.
4. The Receiving Party shall not without prior written consent of the disclosing Party advertise or publicly announce that it is or is interested in undertaking work with the Disclosing Party.
5. *profiles-r-us.com* and "....." further acknowledge and confirm to each other that:
 - (a) No representation, warranty or undertaking, express or implied, is or will be made or given, and no responsibility or liability is or will be accepted, by either Party, or by any of its directors, officers, employees, agents or advisers, as to, or in relation to, accuracy or completeness of any Confidential Information made available to the other or its advisers; each Party is responsible for making its own evaluation of such Confidential Information;
 - (b) In furnishing Confidential Information, each Party undertakes no obligation to provide the other with access to any additional information, or to update, or to correct any inaccuracies which may become apparent in, the Confidential Information supplied;
 - (c) The supply of any Confidential Information shall not be taken as any form of commitment on the part of either Party to proceed with any arrangement or transaction with the other;
 - (d) Each Party's obligations under this Agreement shall continue after the termination of any discussions or

negotiations between *profiles-r-us.com* and
".....";

(e) Money damages may not be a sufficient remedy for any breach of any provision of this Agreement by the other, and that in addition to all other remedies which each Party may have, each Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach; no failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement and nothing contained in this Agreement shall be construed as prohibiting *profiles-r-us.com* or "....." from pursuing any other remedies available to it.

6. The obligations contained in this Agreement shall endure even after the completion or termination of the discussions between the parties except and until any Confidential Information enters into the public domain whereupon, to the extent that it is public, such obligations in relation to it shall cease.

7. This Agreement shall be governed by and construed in accordance with the laws of Queensland.

Signed on the date appearing at the beginning of this Agreement.

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SIGNED BY Jon Warner
For and on behalf of
Profiles-r-us.com

SIGNED BY
For and on behalf of