

CONFIDENTIALITY AGREEMENT

RECITALS

1. The disclosure acts on behalf of the vendor/owner in all matters relating to the marketing of the vendor's/owner's business for the purpose of the potential or actual sale of the vendor's/owner's business.
2. With respect to the marketing of the vendor's/owner's business up to and including the potential sale of the business, the vendor/owner has authorised the disclosure of confidential materials as herein defined, by the discloser.
3. The vendor/owner has acquired and developed a considerable amount of valuable confidential Information.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall mean any information and data of a confidential nature, including but not limited to leases, accounting information, proprietary, technical, developmental, marketing, sales and media information and techniques, which are disclosed pursuant to this Agreement.
2. The Recipient agrees to receive Confidential Information for the sole purpose of evaluating the information to determine Recipient's interest in the business.
3. Recipient agrees not to communicate in any form, with Suppliers, Customers, or Staff of the business without written permission from the Discloser and/or the owner of the business.
4. All Confidential Information delivered pursuant to this Agreement:
 - (a) Shall be treated by Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to Recipient's own information of like importance which is to be kept secret. Recipient shall be liable for disclosure of Confidential Information of the Discloser and/or owner of the business only if such care is not used. The burden shall be upon Recipient to show that such care was used;
 - (b) Shall not be used by Recipient for its own purposes, except as otherwise expressly stated herein, without the express prior written permission of Discloser and/or owner of the business; and
 - (c) Shall remain the property of and be returned to Discloser and/or owner of the business (along with all copies thereof) within thirty (30) days of receipt by Recipient of a written request from Discloser setting forth the Confidential Information to be returned.
5. Notwithstanding the provisions of Clause 4. Herein, the Discloser hereby agrees that the Recipient may disclose the Confidential Information to its professional advisers for the purpose of obtaining advice relevant to any business arrangement. 6. The obligations of Clause 4 shall not apply however to any information which:
 - (a) Is already in the public domain or becomes available to the public through no breach of this Agreement by Recipient;
 - (b) Was in Recipient's possession prior to receipt from Discloser as proven by its written records;
 - (c) Is received by Recipient independently from a third party free to disclose such information to the Recipient; or
 - (d) Is subsequently independently developed by Recipient as proven by its written records.
6. Confidential Information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components or

combinations thereof are now or become known to the public.

7. Recipient shall have no obligation to enter into any further agreement with Discloser except as Recipient of Confidential Information. It is understood that no patent, disclosure of the Confidential Information and materials, which may accompany the disclosure, shall result in any obligation to grant Recipient rights therein.

8. This Agreement shall be effective as of the date of the last signature as written below. This Agreement shall automatically terminate one (1) year from its effective date. The rights and obligations accruing prior to termination as set forth herein, shall, however, survive the termination as specified in this Agreement.

9. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement is made subject to and shall be construed under the laws of the State of New South Wales.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorised representatives on dates specified below:

RECIPIENT

THIS AGREEMENT is made between OnwardBull Investments (herein referred to as "Discloser") and Legal Name (herein referred to as "Recipient")

Company

Phone Number

Email

Address

For The Business (Name or Code)

Signature

Date