

Two - Way Confidentiality Agreement

Permitted Purpose:

To allow the parties to share confidential information and to engage in confidential discussions for the purpose of "Party 2" or one of its associates to acquire all of the business and or its assets of Centurion Partners (Party 1) client represented by business profile 0161.

Confidential Information:

Any business, marketing, technical, financial and scientific information, designs, drawings, and other communicable valuable information in whatever form owned by the Party or any of its related bodies corporate and provided by the Party to the other Party, directly or indirectly, including, but not limited to, its business plan, business concepts, processes and methodologies, operations, markets, project schedules, manpower planning, product specifications and descriptions, budgets, finances or plans, designs and licences of computer hardware and software, research, development, distribution and marketing of programs for software, websites, website development, software tools and methodologies, business relationships partnerships or business joint ventures, on or after the date of this document, but excludes information that the Party receiving the information ("Recipient") can reasonably establish:

- (a) is in or enters the public domain through no fault of the Recipient or any of its Authorised Persons;
- (b) is or was made available to the Recipient by a person (other than the Party claiming that the information is confidential ("Claimant")) who, as far as the Recipient knows, was not then under any obligation of confidence to the Claimant in relation to that information; or
- (c) is or was developed by the Recipient without the Recipient relying on, referring to, or incorporating any of the Confidential Information.

EXECUTED as an agreement, subject to the Terms and Conditions attached.

Parties:

Party 1: Centurion Partners Pty Ltd ACN 130 809 022 c/- L4 51 Pitt St Sydney NSW 2000

SIGNED on behalf of Centurion Partners



Signature of authorised representative

Chris Wrightson

Name of authorised representative

Party 2: _____

(Details required as per Party 1 above)

SIGNED on behalf of _____

Signature of authorised representative

Signature of witness

Name of authorised representative

Name of witness

Date

1. Provision Of Confidential Information

- 1.1 Each Party proposes to make Confidential Information available to any or all of the other parties for the Permitted Purpose.
- 1.2 Each party that discloses Confidential Information (**Discloser**) represents and warrants to the recipient of that Confidential Information (**Recipient**) that it has the right to disclose any Confidential Information which is disclosed to the Recipient, and to allow the Recipient to use it for the Permitted Purpose.
- 1.3 Each Party enters into this document in consideration for each other Party agreeing to observe the provisions of this document in respect of any Confidential Information provided to that other Party by the first-mentioned Party.

2. Recipient's Obligations

- 2.1 The Recipient agrees to accept Confidential Information from the Discloser in confidence and shall use all reasonable endeavours to prevent disclosure thereof (except in accordance with clause 3) and shall not, without the written permission of the Discloser, use Confidential Information for any purpose other than the Permitted Purpose, provided, however, that the Recipient shall have no obligation with respect to any portion of such Confidential Information which is at the time of receipt in the public domain or already known to the Recipient.
- 2.2 No Recipient may, without the prior written consent of the Discloser, directly or indirectly:
 - (a) use any Confidential Information except to the extent necessary for the Permitted Purpose; or
 - (b) disclose any Confidential Information, except in accordance with clause 3.

3. Permitted Use And Disclosure

- 3.1 Each Recipient may disclose Confidential Information to those of its officers, employees, agents or contractors, or any of its related bodies corporate or someone who has been appointed to advise the Recipient in connection with the Permitted Purpose and any person who executes a confidentiality agreement with the Discloser in the same terms as this Agreement (**Authorised Persons**) if, and to the extent that, those persons need to know that Confidential Information for the Permitted Purpose, provided that such Authorised Person to whom it discloses any Confidential Information is first made aware of the Recipient's obligations under this document and agrees to comply with those obligations.
- 3.2 Each Recipient may make reproductions of Confidential Information in any form or media (**Records**) and create information in any form or media which is derived or produced by the Recipient using Confidential Information in whole or in part (**Derived Information**), but only to the extent necessary for the Permitted Purpose.
- 3.3 Each Recipient may disclose (but only to the extent and in the way so required) any Confidential Information that the Recipient, in its reasonable opinion, is required to disclose:

- (a) by law or by an order of any court or tribunal of competent jurisdiction; or
- (b) by a requirement of any government agency, stock exchange or other regulatory body either having the legal right to so require or with which a responsible person in a similar position would comply.

- 3.4 Each Recipient must, as promptly as possible, inform the Discloser when it becomes subject to a disclosure requirement contemplated by clause 3.3 and consult with the Discloser as to the form and content of any disclosure so required.

4. Return Or Destruction Of Records

The Recipient shall, upon written request from the Discloser, return or destroy all Confidential Information, including all copies thereof (on whatever medium stored) and all Derived Information, to the Discloser.

5. Remedies

Except as expressly provided in this clause 5, any dispute arising under this Agreement shall be determined by consultation between a senior officer of each Party, and if not resolved shall be submitted to arbitration before one (1) arbitrator sitting in Sydney, Australia prior to the commencement of any litigation.

6. General

- 6.1 The obligations in this document continue until the Confidential Information is disclosed in the public domain, otherwise than as a breach of this document.
- 6.2 Each Party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.
- 6.3 Each Party must do anything and must ensure that its employees and agents do anything (including execute any document), that another Party may reasonably require to give full effect to this document.
- 6.4 A right may only be waived in writing, signed by the Party giving the waiver, and:
 - (a) no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (c) the exercise of a right does not prevent any further exercise of that right or of any other right.
- 6.5 This document may be executed in counterparts.