



CONFIDENTIALITY AGREEMENT

To: The Directors
Australis Engineering Pty Ltd (trading as PROFILUM)
25 Harley Crescent
Condell Park, NSW 2200 AUSTRALIA

I, _____

(Print Name in Capital Letters)

of _____ ACN _____

(Print Company Name or your Home Address in Capital Letters)

(If applicable)

hereby acknowledge the contents of the following *Confidentiality Agreement* given by me in favour of Australis Engineering Pty Ltd, ACN 002 646 620, and trading as PROFILUM, (hereafter referred to as *the Company*) and agree to be strictly bound therein.

All of the information mentioned below is included in the expression “**confidential information**”. A reference in this Agreement to confidential information includes any part of such confidential information.

A reference in this Agreement to a “**person**” includes a reference to a company, a partnership, a joint venture, a private individual or any other entity at law capable of granting rights and incurring obligations. A reference to “**parties**” refers collectively to the Company and Person.

I acknowledge that all of the information provided to me by the Company and its authorised representatives is confidential and is being provided in order to enable me to make my assessment in relation to:

- a) the Company’s products and intellectual property including but not limited to ALUSIC ALUMINIUM PROFILE, CONVEYORS, MACHINE GUARDS, MACHINE FRAMES, WORKSTATIONS, SAFETY FENCES, LINEAR GUIDES, PALLETISERS and ANY SPECIALLY DESIGNED PRODUCTS or STRUCTURES; or
- b) a Client project to which the Company has been approached to provide a quotation or engaged to provide actual services, products and equipment; AND
- c) I acknowledge that it is a condition of the Company and its authorised representatives supplying this confidential information to me, that I give this undertaking, both on behalf of myself and on behalf of any other person whom I represent or who is under my control.

In consideration of the Company disclosing to me such confidential information and intellectual property relating to:

- a) the Company’s products, services or equipment; or
- b) the products, equipment and intellectual property owned by a Product Principal to which the Company is the local agent; or
- c) an external project of the Company’s client; and

I agree to treat as confidential all such information and intellectual property including, but without limiting the general nature and extent of this undertaking, relating to the technology, know-how, trade secrets, plans, designs, CAD files and drawings, methods of manufacturing, patents (including patents pending), research and development projects, customer lists and feasibility studies relating to the products and processes of the Company, its Product Principals or Clients.

I undertake that I will not, without the prior written consent of the Company, disclose or publish any of the confidential information to any other person, nor will I use or permit the use of any such information by any officer, employee or agent of mine or any other person under my control for any purpose other than in respect of evaluating such confidential information for the purposes for which it is intended.

In the event of my or any other person under my control disclosing such confidential information to any other person, I shall only do so with the written consent of the Company and upon request by the Company will arrange for such other person to execute a confidentiality undertaking in favour of the Company in a similar form.

I undertake that I will not, nor will I permit any person under my control to do any act, matter or thing which, if done by me or them would constitute a breach of my obligations pursuant to these undertakings.

The undertakings contained in this letter will continue without limit in point of time but will not apply to any information:

- a) which is in the public domain at the time of disclosure of such information by the Company; or
- b) which becomes part of the public domain at any time in the future; or
- c) which I can prove was known to me at the time of disclosure by the Company to me.

I acknowledge that the execution of this undertaking does not oblige the Company to disclose any particular information to me and the Company shall retain discretion as to the confidential information which it discloses to me.

I undertake that I will immediately upon request and direction by the Company return or destroy all documents and other materials, including CAD files supplied to me by the Company. The Person further undertakes not to retain any physical or electronic copies of any such documents, files or materials.

A breach of these obligations of confidentiality will be regarded by the Company as a serious transgression and will prejudice the Company's business, or that of the Company's Clients or Product Principals. Therefore, the Company reserves the right to, without notice, pursue the Person to recover liquidated damages for the breach or misuse of the confidential material to a sum no less than AUD\$20,000. If the liquidated damages cannot adequately cover the actual loss of the Company, the breaching Person shall compensate for the actual loss.

No modification to any term of this Agreement is effective unless mutually agreed in writing by both Parties.

Invalidity of any part of this Agreement shall not in any way affect the validity of any other part thereof. In the event any part of this Agreement is held invalid, the Parties shall negotiate in good faith any substitute provisions, that shall be consistent with the original intent of this Agreement.

All obligations under this Agreement shall survive any termination, and for a period of not less than ten (10) years from the date of execution of the Agreement.

SIGNATORY TO AGREEMENT

Name: _____

Date: _____

Position: _____

Company: _____

Signature: _____

Drivers Licence No.: _____

