

CONFIDENTIALITY AGREEMENT

Company X Pty Ltd

THIS CONFIDENTIALITY AGREEMENT is made this , insert date between *Company X Pty Ltd* and *Company Y Pty Ltd* Insert ACN , of insert *Company Y* address .

WHEREAS *Company Y* has indicated an interest in assisting *Company X* in providing Information Technology services to *Company X*. In order to proceed with an assignment, *Company Y* has requested *Company X* to disclose to *Company Y* specific Information Technology specifications and information. *Company Y* acknowledges and agrees that the data and all written and oral information furnished by *Company X* relating in any way whatsoever to the assignment (the confidential information) is subject to clause 6 as valuable, confidential and proprietary in nature.

In consideration of *Company X* disclosing the confidential information to *Company Y*, *Company Y* agrees as follows:

1. *Company Y* warrants that it has a bona fide interest in this assignment.
2. That confidential information shall be kept confidential by *Company Y* and shall not be photocopied or otherwise reproduced without the prior written consent of *Company X*.
3. The confidential information shall not be used by *Company Y* and *Company Y* shall not permit the confidential information to be used in a manner or for a purpose detrimental to *Company X* or otherwise than for the sole purpose of the assignment.
4. In the event that discussions relating to the assignment should cease for any reason whatsoever, *Company Y* shall, within three days of receipt of written notice from *Company X* at the cost of *Company Y*, forthwith deliver all information to *Company X* and shall not retain and shall not permit *Company Y* employees to retain any and all originals, photocopies or extracts from any document containing any confidential information or part of it.
5. *Company Y* agrees and understands and confirms that it may not assign, transfer or otherwise dispose in whole or in part of any of its rights or obligations hereunder.
6. The confidential information subject to the provisions of this agreement shall be deemed not to include any information which:
 - (i) is public knowledge or becomes generally available to the public, otherwise than as a result of disclosure by *Company Y*; or