CONFIDENTIALITY AGREEMENT

PARTIES

This Nondisclosure Agreement (the "Agreement") is entered into by and between

………., ("Disclosing Party")

and

EZiHosting Pty Ltd – ABN: 47 097 040 849
………., ("Receiving Party")

for the purpose of preventing the unauthorised disclosure of confidential information relating to the development of software as defined briefly below and in more detail in Appendix A of this agreement. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

TERMS OF AGREEMENT

1) ***Definition of Confidential Information.*** For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party must label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party must promptly provide in writing indicating that such oral communication constituted Confidential Information.

2) ***Exclusions from Confidential Information.*** Receiving Party's obligations under this Agreement do not extend to information that is:

   (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;

   (b) discovered or created by the Receiving Party before disclosure by the Disclosing Party;

   (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives;

   (d) is disclosed by the Receiving Party with Disclosing Party's prior written approval ,or

   (e) is disclosed by the Receiving Party because it was compelled or ordered to do so by law.

3) ***Obligations of Receiving Party.*** The Receiving Party must hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party must carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and must require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Receiving Party must not, without

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prior written approval of Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. The Receiving Party must return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately if the Disclosing Party requests it in writing.

4) **Time Periods.** The nondisclosure provisions of this Agreement must survive the termination of this Agreement and the Receiving Party's duty to hold the Confidential Information in confidence must remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever occurs first.

5) **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6) **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement must be interpreted so as best to effect the intent of the parties.

7) **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8) **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

9) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

10) This Agreement and each party's obligations must be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorised representative.

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AUTHORISATION

Disclosing Party	Recipient
…………………………………………… Name (Printed)	Rene F. Nusse (Director) …………………………… Name (Printed)
…………………………………………… Signature	…………………………………………… Signature
…………………………………………… Witness (Printed)	Paul Bamber (Development Project Leader) …………………………………………… Witness (Printed)
…………………………………………… Witness Signature	…………………………………………… Witness Signature
…………………………………………… Date	20 / 07 / 2012 …………………………………………… Date

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Appendix A – Detailed project information

Project name

Project description (please use a separate document if space is insufficient – you may also use the process flow / story board in Appendex B)

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Anticipated timeframe

Anticipated budget

Payment preference (please tick)

☐ Per hour development work

☐ Fixed price project delivery

Material Provided (please use a separate document if space is insufficient)

Is there a workflow schematic available

☐ Yes (please attach as separate document)

☐ No

Platform to develop (please tick)

☐ iPhone

☐ iPad

☐ Android

☐ Windows Mobile

☐ Blackberry

☐ Other – please specify ……………………………………………………………………………………

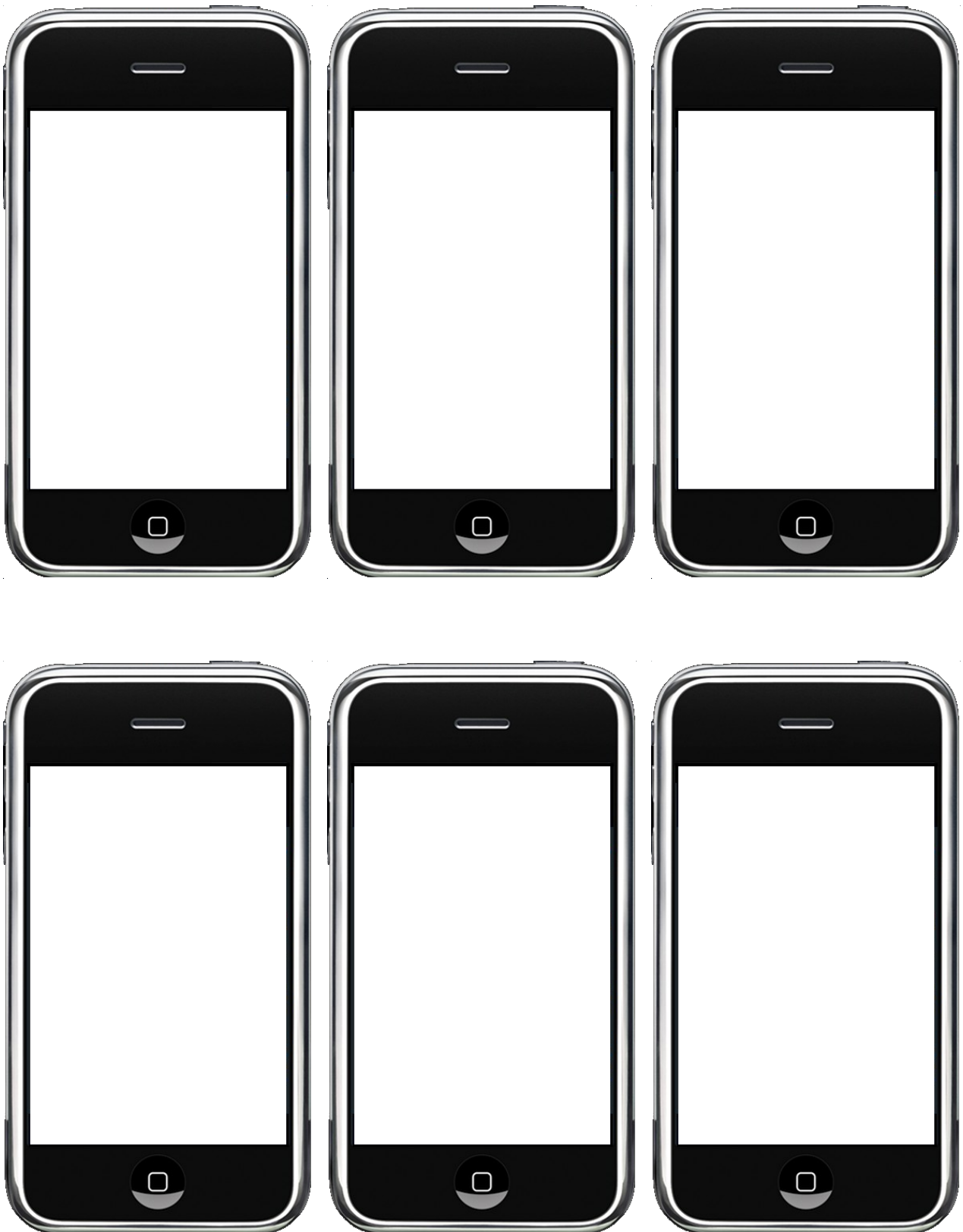## Platform orientation (please tick)

☐ Portrait (standard)

☐ Landscape (incurs additional cost)

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Appendix B – Process flow / story board

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