



Non-Disclosure Agreement

BACKGROUND:

A. Lincoln & Carlisle which expression means Lincoln & Carlisle Pty Limited (an Australian registered company) of 19, 10 Eagle Street, Brisbane Queensland 4000 (and as the context permits, its related and associated companies) is engaged in the undertaking of Projects.

B. Where the context permits, the person having registered its interest through the Web Site and been granted Login Access ('Registrant') desires to invest in and / or otherwise engage or participate with Lincoln & Carlisle by means of financial or other commercial engagement, contract or arrangement ('Participation').

C. The Participation may result in the identification and disclosure of Confidential Information directly or indirectly by Lincoln & Carlisle to the Registrant ('Disclosure').

E. As a condition of Participation, the Registrant agrees to irrevocably undertake and covenant with Lincoln & Carlisle under the terms and provisions of the following Agreement that the Disclosure imparted to or received by the Registrant is valuable and proprietary to Lincoln & Carlisle and that it will not disclose or make use of the same for its own purposes, benefit or reward or for any purpose and in any manner not expressly consented to or permitted by the Agreement.

AGREEMENT:

In consideration of the Disclosure the following terms and conditions are agreed to by the Registrant ('Obligations'):

1. Term

1.1 "Term" shall mean a period of Three (3) years from the date of this Agreement or Two (2) years from the date of each Disclosure, whichever shall be the later.

2. Confidential Information

2.1 'Confidential Information' means each of the following in relation to Harris Corporate and the Projects : financial and pricing / costing information, reports, data, documents, accounts, budgets and forecasts; inventions, innovations and concepts; technical product information, specifications and / or functionality ; business models, outlines, summaries and plans ; prepared information packages; names and details of prospective investors or participations; details of Projects , potential acquisitions, mergers, joint ventures, licenses and other commercial arrangements; names and details of intermediaries, contacts and deal sources; deal structures and financial considerations and shall as the context permits include all facsimiles, copies, transcripts or summaries of the same no matter in what medium it is held or how transmitted or stored.

2.2 The Registrant will at all times throughout Term , preserve maintain and protect the Confidential Information and shall not use the same for its own purposes or that of a Registrant Representative or disclose, reveal or part with the same to another person ('Revelation') other than a Registrant Representative and for an Approved Purpose, save to the limited extent that this Obligation will not extend to where the Registrant or Registrant Representative is bound to disclose the Confidential Information or any part thereof by:

2.2.1 virtue of any laws to which the Registrant or Registrant Representative is subject; or

Lincoln & Carlisle Pty Ltd



Lincoln & Carlisle

2.2.2 order of a competent court of jurisdiction and has acted in compliance with such an order; or

2.2.3 by virtue of any regulations or bye-laws of a recognised stock exchange to which the Registrant or Registrant Representative is subject by virtue of it having securities listed on that stock exchange Provided that and prior to any Revelation, the Registrant and Registrant Representative (as the case may be) has done everything in its power to prevent or limit the Revelation.

2.3 For the purposes of this Agreement:

2.3.1 'Projects' shall include any ventures, undertakings, financial, corporate or commercial undertakings and opportunities undertaken by Harris Corporate or introduced by Harris Corporate to the Registrant and shall include extensions, additions and variations to the same. 2.3.2 Reference to 'Registrant' shall in all cases except where the context does not permit, include the Registrant Representatives;

2.3.3 'Registrant Representative(s)' means the Registrant's spouse, siblings and relations, the companies, corporations or trusts of which it is director, officer, trustee or beneficiary, together with its partners, agents, nominees, representatives, consultants, contractors or employees and (where a company or corporation) its officer, directors and members, as well as its lawyers, bankers and professional advisors ;

2.3.4 'Web Site' means any web site where this Agreement is published; and

2.3.5 'Login Access 'means any access and means of access via a Web Site, granted by Harris Corporate to a Registrant by way of recorded / registered Username and Password.

2.4 The Confidential Information shall not be used other than for a purpose designed and intended to further the interests and be of direct value and benefit to Lincoln & Carlisle and which is expressly authorised in writing by Lincoln & Carlisle ('Approved Purpose').

2.5 Subject to any express statutory right, the Registrant must not reverse engineer, decompile or disassemble any software, or other products supplied or made available by or on behalf of Lincoln & Carlisle to the Registrant.

2.6 The Registrant shall at all times throughout the Term take all reasonable and practical steps to protect and preserve the Confidential Information and will part with or disclose the same other than as expressly permitted by this Agreement and will apply measures of secrecy and security to the Confidential Information as if were its own and to a standard commensurate with the Confidential Information being of high commercial sensitivity and value.

2.7 The Obligations shall extend to the actions, conduct and failures of the Registrant Representatives and no Confidential Information shall be disclosed to a Registrant Representative unless and until it is contractually bound to Lincoln & Carlisle in terms of confidentiality that at least match or correspond with those set out in this Agreement.

2.8 All information, documents , records and materials of any description accessed by, revealed, disclosed, delivered or sent to the Registrant at any time during the Term shall (in the absence of anything expressly stated to the contrary at the time) be deemed Confidential Information within the meaning and context of this Agreement, save other than for a Disclosure which can clearly be demonstrated by the Registrant as being of information, documents or materials in the public domain or in the lawful possession or

Lincoln & Carlisle Pty Ltd

Level 19, 10 Eagle Street, Brisbane, QLD, 4000, Australia
Tel: +61 (0) 7 3188 6799 **Email:** info@lincolnandcarlisle.com
www.lincolncarlisle.com



knowledge of the Registrant prior to the Disclosure, free of any agreement or obligation on its part as to confidentiality or secrecy.

2.9 All Confidential Information shall be returned by the Registrant to Harris Corporate or otherwise destroyed or disposed of as directed by Lincoln & Carlisle, at any time on request by Lincoln & Carlisle and in any case on expiry of the Term.

2.10 All the Confidential Information and materials containing Confidential Information shall at all times remain the absolute property of Lincoln & Carlisle and by disclosing all or any part of the same to the Registrant, Lincoln & Carlisle does not grant any express or implied right in favour of the Registrant arising from any patents, copyright, trademarks or trade secrets of Lincoln & Carlisle.

3. Amendment or Waiver

3.1 This Agreement may only be amended by a written agreement between Lincoln & Carlisle and the Registrant arising after the date of this Agreement.

3.2 None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of Lincoln & Carlisle unless a further agreement has been made in the manner prescribed by clause 3.1. No waiver of any provision of this Agreement constitutes a waiver of any other provision(s) or of the same provision on another occasion.

4. Rights & Remedies

4.1 The Registrant must notify Lincoln & Carlisle immediately in the event of any breach of the Obligations set out in Clause 2 and the Registrant will cooperate with Lincoln & Carlisle in every reasonable way to assist Lincoln & Carlisle in regaining possession of the Confidential Information and preventing its further unauthorised use or Revelation;

4.2 Notwithstanding and without prejudice to the provisions of Clause 2, the Registrant must at the request of Harris Corporate identify all parties (including any of the Registrant's Representatives) to whom it has disclosed or revealed the Confidential Information. At Lincoln & Carlisle's request, the Registrant must either:

4.2.1 return all originals, reproductions and summaries of Confidential Information in its possession and the possession of any Third Party to whom it has disclosed or revealed Confidential Information; or

4.2.2 certify that such materials containing Confidential Information have been destroyed and the Registrant shall not object to and shall consent and succumb to any application of Lincoln & Carlisle and order sought by it or them in any court of competent jurisdiction for injunctive or other equitable relief so as to protect the sanctity of the Confidential Information, the proprietary and other rights of Lincoln & Carlisle under this Agreement and to enforce the Obligations.

4.3 The Registrant acknowledges and agrees that by the nature of the rights sought to be protected and preserved by this Agreement and commercially sensitive and potentially damaging consequences to Lincoln & Carlisle by a breach of the Obligations of the Registrant, Lincoln & Carlisle shall notwithstanding any other provision of this Agreement, enjoy all rights at law which are available to it (including any rights to injunctive or equitable relief or the pursuit and claim for penal or special damages) arising from any breach of its Obligations by the Registrant.

Lincoln & Carlisle Pty Ltd



5. General

5.1 This Agreement shall be governed by and construed according to the laws of the Australia ('Jurisdiction'), the courts of which Jurisdiction shall have the nonexclusive right to determine any dispute or claim made in regard to this Agreement and the Obligations.

5.2 Lincoln & Carlisle or its authorised representatives, may visit the Registrant's premises on reasonable prior notice during normal business hours to ensure the Registrant's compliance with the Obligations.

5.3 All Obligations and the rights of Lincoln & Carlisle arising under this Agreement will survive any change or termination of the professional or business relationship between Lincoln & Carlisle and the Registrant and unless otherwise so expressed, shall not merge or be extinguished by any subsequent agreement to which Lincoln & Carlisle and the Registrant are party.

5.4 Any notices or other communications made pursuant to this Agreement as between Lincoln & Carlisle and the Registrant shall be made or communicated by e-mail or facsimile:

5.4.1 as to Lincoln & Carlisle, by way of the email address or fax number as set out in the Contact Us area of the Web Site; and

5.4.2 as to the Registrant, as registered and recorded by the Registrant with Lincoln & Carlisle.

Business Solutions – Financial Instruments – Business Consulting