



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of _____,
between OzDox Pty Ltd, of 1 McArthur Road, Vermont, Victoria, and:

Firm Name: _____; hereafter referred to as "the Client".

of
Firm Street: _____

Firm City : _____

Firm State: _____

Firm Post Code: _____

In this Agreement, the party who owns the Confidential Information will be referred to as "the Client", and the party to whom the Confidential Information will be disclosed will be referred to as OzDox Pty Ltd (including all employees and assigns of said company). OzDox is engaged in providing installation of business/firm management software and on-site training and support for that technology for the Client During the course of OzDox Pty Ltd' association with the Client confidential information owned by the Client may be disclosed to OzDox Pty Ltd. OzDox will protect the confidential material and information, which may be disclosed between them and the Client

Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Client, whether or not owned by, developed by the Client, which is not generally known other than by the Client, and which OzDox may obtain through any direct or indirect contact with the Client:

Confidential Information includes without limitation:

- business records, plans and financial statements
- customer lists and records
- trade secrets
- technical information
- products, pricing structure and discounts
- computer programs, listings, and other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION. OzDox understands and acknowledges that the Confidential Information has been developed or obtained by the Client by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and

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unique asset of the Client which provides them with a significant competitive advantage and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, OzDox agrees to hold in confidence and not to disclose the Confidential Information to any person or entity without the prior written consent of the Client

- III NO COPYING. OzDox will not copy or modify any Confidential Information without the prior written consent of the Client
- IV UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that OzDox has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Client shall be entitled to an injunction to restrain OzDox from disclosing, in whole or in part, the Confidential Information. the Client shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- V. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of the Client, OzDox shall return to the Client all written materials containing the Confidential Information. OzDox shall also deliver to the Client written statements signed by OzDox certifying that all materials have been returned within five (5) days of receipt of the request.
- VI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Victoria. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Signed By:



Gregory Bray
OzDox Pty Ltd

Received By:

Information Owner

INSTRUCTIONS: Please fill out this form, then print, scan and email to
Greg@ozdox.com.au (keep your original for your records)

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