



NON-DISCLOSURE AGREEMENT

STRICTLY PRIVATE AND CONFIDENTIAL

This agreement is entered into as of _____ day of _____, 2010.

BY AND BETWEEN:

Company
Name/ACN): _____
(the "**Company**");
with its principal place of business at

and ispONE ABN 70 103 220 766 whose registered office is Level 14, 520 Collins Street Melbourne, 3000 VIC Australia (hereinafter known as "ISPONE").

WHEREAS Party A and ISPONE wish to discuss a proposed business relationship (hereinafter referred to as the "Proposal").

NOW THEREFORE each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose certain confidential information, as defined below.

IN CONSIDERATION of the parties' discussions and any access that the Receiving party may have to confidential information of the Disclosing Party, the Receiving Party agrees to the following terms and conditions:

"Confidential Information" means

- (i) all information relating to the discussions which is obtained, whether in writing, pictorially, in machine readable form or orally or by observation during their visits, in connection with the discussions (including but without limitation, financial information, know-how, processes, ideas, inventions (whether patentable or not), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market intelligence, marketing and other business strategies and other commercial information of a confidential nature); and
 - (ii) this Agreement and the fact that the discussions referred to above are taking (and in the event of their termination, have taken) place and the content of their discussions; but does not include information which is or becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to either party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or any binding judgment or order of court or any stock exchange regulations.
- 1) That the Receiving Party shall use the information only for the purpose of evaluating the Proposal and considering its terms. The Receiving Party shall treat the information with at least the same degree of care and protection as it would use with respect to its own information.

- 2) That the Receiving Party shall not disclose any of the information to any person, nor shall it use the information for any purpose other than that stated in clause 1 and except to the extent required by law, without the prior written consent of the Disclosing Party.
- 3) The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any information or any documents containing information without the Disclosing Party's consent.
- 4) The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release or other breach of this Agreement.
- 5) The Receiving Party shall take all necessary steps and precautions to protect the information against any unauthorised access and not to divulge any such information or any information derived therefrom to any third person. The Receiving Party shall limit the use of and access to the Disclosing Party's information to the Receiving Party's employees involved in discussions relating to the Proposal and shall cause such employees to comply with the obligations set forth herein.
- 6) The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all material including all copies (if any) made under clause 3.
- 7) The Receiving Party shall not without the consent of the Disclosing Party disclose to any person that any discussions or negotiations have taken or are taking place concerning the Proposal nor that the Receiving Party has requested or received any information about the Proposal.
- 8) Both parties acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.
- 9) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
- 10) Neither party acquires any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing.
- 11) This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Victoria, Australia courts.
- 12) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon



either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorised representative of each party on the day and year first above written.

EXECUTED by the parties as an agreement:

SIGNED for and on behalf of
ispONE PTY LIMITED
by an authorised officer
in the presence of:

Signature of witness

Zac Swindells

Name of witness (print)

Signature of officer

Chris Monching

Name of officer (print)

Sales Director

Title of officer (print)

SIGNED for and on behalf of

by an authorised officer
in the presence of:

Signature of witness

Name of witness (print)

Signature of officer

Name of officer (print)

Title of officer (print)