

TESTING OUT THE REVERSE SANDWICH

This document is for testing purposes only.

MUTUAL CONFIDENTIALITY AGREEMENT

The parties to this Agreement are:

CUSTOMER

Name	
ABN	
Address	
Contact for Notices	

SUPPLIER

Name	
ABN	
Address	
Contact for Notices	

KEY DETAILS

Start Date	
Initial Term	
Approved Purpose	Discussions and negotiations with a view to Supplier selling to the Customer the whole or some part of the business of Supplier.
Confidential Information	Information relating to a parties' business including information concerning its: <ul style="list-style-type: none">• corporate and business structure,• current and proposed business contracts• products information,• technical information and specifications,• product and materials prices and costs• managerial, financial and marketing strategies, the• identities of potential and actual customers• employee agreements, reward schemes (including share option and profit sharing arrangements) and• the identities of present or proposed employees which is not known to the receiving party or which is not available in the public domain
Special Conditions	See Schedule 1 (Special Conditions) (if any)

EXECUTION

Executed as an Agreement

Executed on behalf of Customer by an authorised representative:	
Signature <i>By executing above the signatory warrants they are authorised by Customer to enter this Agreement.</i>	
Name	
Role	
Date	

Executed on behalf of Supplier by an authorised representative:	
Signature <i>By executing above the signatory warrants they are authorised by Supplier to enter this Agreement.</i>	
Name	
Role	
Date	

BACKGROUND

- A. Supplier and Customer propose to enter into discussions and negotiations for the Approved Purpose.
- B. In the course of this activity, each party may disclose to the other Confidential Information.
- C. The parties intend each of them will at all times throughout any discussions maintain the confidentiality of the Confidential Information for the purposes of protecting their respective interests in the Confidential Information and to advance the prospect of them concluding a mutually satisfactory commercial agreement contemplated by these recitals.

IT IS AGREED

Full agreement

- 1. This Agreement outlines the full agreement between the parties and any amendment of this Agreement must be in writing and signed by the parties

Definitions

- 2. Unless the context requires otherwise:
 - a. capitalised terms in this Agreement have the meaning given to them in the Key Details table at the front of this Agreement; and
 - b. words which are defined in the Privacy Act 1988 mean the same thing in this Agreement.

Keep confidential

- 3. Each party must keep Confidential Information confidential and must not disclose it or make it available directly or indirectly to any third party in any form or medium whatsoever without the express written consent of the owner of the relevant Confidential Information.

Commercially sensitive

- 4. Each party acknowledges that the Confidential Information is commercially sensitive and valuable and that any unauthorised disclosure or use of it could give rise to considerable damage.

Approved Purpose only

- 5. The Parties agree not to use or exploit the other party's Confidential Information for any purpose other than the Approved Purpose without express written consent.

Agents to keep confidential

- 6. Neither party may permit any employee, agent or subcontractor of that party to have access to the Confidential Information until that employee, agent or subcontractor has signed a confidentiality agreement with the disclosing party in a form approved by the other party.

Notice of disclosure

- 7. Each party must immediately notify the other party of any information, which comes to its attention regarding any actual or potential unauthorised disclosure or use of the Confidential Information. Each party must co-operate with the other in any investigation, prosecution, litigation or other action taken regarding the subject of any such information.

Injunction

- 8. In the event of any actual or alleged unauthorised disclosure or use of Confidential Information by any future, existing or former employee, agent or subcontractor of a party, that party must enforce its rights to injunctive or other relief to the fullest extent possible or, if requested by the other party, assign such rights to the other party. Each party must reasonably assist the other party in enforcing those rights.

Termination or expiry

- 9. Upon termination or completion of discussions, each party must deliver to the other all Confidential Information in their possession or control. Each party must delete or destroy any Confidential

Information contained in any computer memory or other recording media in its possession or control which is not capable of delivery.

Protect information

- 10.** Each party must protect the Confidential Information from unauthorised access or use. Neither party is obliged to give access to its computer or other business systems unless and until the other party satisfies it that the method of proposed access provides sufficient security and safety procedures. Any consent by one party to the other party regarding access may be confidential and may be withdrawn at any time without the necessity of giving any reason therefore.

Security procedures

- 11.** Each party must comply with all the other party's security and safety procedures and will co-operate with any additional security or safety procedures, which either party may wish to implement.

Comply with Privacy Act

- 12.** Without limiting any other provision of this Agreement, the parties must comply with the Privacy Act 1988 in all respects. Without limitation, the parties can only use Personal Information obtained from the other party for the Approved Purpose. The parties must take reasonable steps to protect Personal Information it holds in relation to this Agreement from misuse and loss and from unauthorised access, modification or disclosure.

Other duties

- 13.** The provisions of this Agreement are in addition to and not in substitution for any duty of confidence imposed upon the parties generally at law, in equity or under any other understanding already in place between the parties. Where any inconsistency in those duties occurs, the provisions of this Agreement will prevail.

Confidential Period

- 14.** The provisions of this Agreement remain in force for the Confidentiality Period after the termination of the discussions and negotiations.

Governing law

- 15.** This Agreement is governed by the laws in force in the State of Victoria, Australia.

Commencement Date

- 16.** This Agreement starts on and from the Commencement Date.

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SCHEDULE A: SPECIAL CONDITIONS

The following special conditions (if any) apply to this Agreement.