

CONFIDENTIALITY AGREEMENT

This confidentiality agreement is in effect from the date of acceptance ['I accept' link] of the Information Receiver via publicjournal.com.au/nda-bundygirri

BACKGROUND:

1. Public Journal and the Information Receiver desire to enter into a confidentiality agreement with regard to the Intellectual Property of Bundy Girri, owned by RMIT University and shared for the purpose of relevant services provided by Public Journal.
2. In connection with regard to the Intellectual Property of Bundy Girri, owned by RMIT University and shared for the purpose of relevant services provided by Public Journal, the Information Receiver will receive certain confidential information ['Confidential Information'].

IN CONSIDERATION OF and as condition of Public Journal providing the Confidential Information to the Information Receiver in addition to other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

3. All written and oral information and materials disclosed or provided by Public Journal to the Information Receiver under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Information Receiver.
4. 'Confidential Information' means all data and information relating to Public Journal, including but not limited to, the following:
 - A. 'Customer Information' which includes names of customers of Public Journal, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of Public Journal;

- B. 'Intellectual Property' which includes information relating to Public Journal's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- C. 'Marketing and Development Information' which includes marketing and development plans of Public Journal, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Public Journal which have been, are being or will be discussed;
- D. 'Business Operations' which includes internal personnel and financial information of Public Journal, vendor names and other vendor information (including vendor characteristics and services agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting Public Journal's business;
- E. 'Product Information' which includes all specifications for products of Public Journal as well as work product resulting from or related to work or projects of Public Journal, of any type or form in any stage of actual or anticipated research and development;
- F. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of Public Journal, including but not limited to, formulas, patterns, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- G. 'Service Information' which includes all data and information relating to the services provided by Public Journal, including but not limited to, plans, schedules, manpower, inspection, and training information;
- H. 'Proprietary Digital Files' which includes all sets of statements, instructions or programs of Public Journal, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ['Computer Programs']; any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, operating procedures which support the Computer Programs;

- I. 'Computer Technology' which includes all scientific and technical information or material of Public Journal, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- J. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of Public Journal; and
- K. Confidential Information will also include any information that has been disclosed by a third party to Public Journal and is protected by a non-disclosure agreement entered into between the third party and Public Journal.

Confidential Obligations

5. Except as otherwise provided in this Agreement, the Information Receiver must keep the Confidential Information confidential.
6. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of Public Journal or RMIT University and will only be used by the Information Receiver for the Permitted Purpose. The Information Receiver will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to Public Journal or any of their affiliates or subsidiaries.
7. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Information Receiver in this Agreement and any obligations to provide notice under the Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
8. The Information Receiver may disclose any of the Confidential Information:
 - A. To such of their employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
 - I. The information Receiver has informed such personnel of the confidential nature of the Confidential Information;

- II. Such personnel agree to be legally bound to the same particulars of confidentiality and non-use as the Information Receiver;
- III. The Information receiver agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
- IV. The Information Receiver agrees to be responsible for and indemnify the Public Journal for any breach of this Agreement by their personnel.

- B. To a third party where Public Journal has consented in writing to such a disclosure; and

To the extent required by law.

9. The Information Receiver agrees to retain all Confidential Information at their usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom the disclosure may not be made, as set out in this Agreement.

Non-Solicitation

10. The Information Receiver, their affiliates, subsidiaries and representatives will not, during the term of this Agreement and for a period of 5 years after the termination of this Agreement, directly or indirectly, employ or solicit for employment any person who is now employed or retained by Public Journal or any affiliate of Public Journal without the prior written consent of Public Journal, which consent may not be unreasonably withheld.

Non-Competition

11. Other than with the express written consent of Public Journal, which consent may not be unreasonably withheld, the Information Receiver will not, for the period of five (5) years, be directly or indirectly involved with a business which is in direct competition with the business lines of Public Journal that are subject of this Agreement.
12. For a period of five (5) years, the Information Receiver will not divert or attempt to divert from Public Journal any business Public Journal has enjoyed, solicited, or attempted to solicit, from their customers, at the time the parties entered into this Agreement.

Ownership and Title

13. Other than with the express written consent of Public Journal, which consent may not be unreasonably withheld, the Information Receiver will not, for the period of five (5) years, be directly or indirectly involved with a business which is in direct competition with the business lines of Public Journal that are subject of this Agreement.

Remedies

14. The Information Receiver agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to Public Journal. Accordingly, the Information Receiver agrees that Public Journal is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Information Receiver and any agents of the Information Receiver, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Liability

15. Public Journal will not be liable for any damage or loss that may occur from such provision or sue of the Confidential Information.

Governing Law

16. This Agreement will be construed in accordance with and governed by the laws of Victoria.