

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day ofin the year of

BETWEEN:-

(1) (disclosing party) of.....

ABN:

(2) EFCA Pty Ltd (receiving party) of 28 Blanche St, St Kilda, Victoria 3182

ABN: 15 120 483 650

WHEREAS:-

(A) The parties for their mutual benefit may have exchanged and wish further to exchange certain confidential information (including but not limited to trade secrets and proprietary know-how).

(B) The parties wish to define their rights with respect to the said information and protect the confidentiality thereof and proprietary features contained therein.

(C) Subject or purpose of agreement.....

IN CONSIDERATION of the undertakings given by the parties hereto the parties **HEREBY AGREE** as follows:

1. Definitions

In this Agreement:-

Confidential Information means any and all information which is now or at any time disclosed to one party by the other party and shall include without limitation, data, know-how, formulae, recipes, processes, designs and design rights, photographs, drawings, plans, intentions, product information, trade secrets, market opportunities, specifications, manufacturing data, which is disclosed to EFCA before or after the date of this Agreement but shall exclude any part of such information which:-

1.1 is or becomes in the public domain without breach of this Agreement by EFCA; or

1.2 EFCA can show:-

1.2.1 was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and which was not previously acquired by EFCA from the disclosing party under an obligation or confidence, or

1.2.2 to have been developed by EFCA, or EFCA's principals, at any time independently of any information disclosed to it by the disclosing party.

2. Handling of Confidential Information

EFCA shall maintain the disclosing party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own confidential information and which EFCA warrants as providing adequate protection against unauthorised disclosure, copying or use. EFCA shall ensure that disclosure of such Confidential Information is restricted to those employees or directors of EFCA and EFCA's principals having the need to know the same. Copies or reproductions shall not be made except to the extent reasonably necessary and all copies made shall be the property of the disclosing party.

3. Return of Confidential Information

3.1 EFCA shall:

3.1.1 immediately upon receipt of a written request from the disclosing part, return to the disclosing party all documents and materials (and all copies thereof) containing the disclosing party's Confidential Information and certify in writing to the disclosing party that it has complied with the requirements of this sub-clause; and

3.1.2 notwithstanding the completion of any purpose for which any Confidential Information has been disclosed or the return of documents and materials as aforesaid, continue to be bound by the undertakings set out in clauses 2, 4 and 5.

4. Limitations and Warranty

4.1 EFCA shall:

4.1.1 not divulge the disclosing party's Confidential Information, in whole or in part, to any third party; and

4.1.2 make no commercial use of the same or any part thereof without the prior written consent of the disclosing party. Notwithstanding the

foregoing, EFCA shall be entitled to make any disclosure required by law of the disclosing party's Confidential Information provided that it gives the disclosing party not less than two business days' notice of such disclosure.

4.2 The disclosing party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other industrial property right now or in the future held, made, obtained or licensable by the other party. Nothing herein contained shall be deemed to impose on either party any obligation to give the other party the opportunity of giving a quotation or making a tender to the other party or to enter into any contract for services or for supply of goods and/or materials with the other party.

5. Confidentiality

EFCA agrees to keep the existence and nature of this Agreement confidential and not to use the same or the name of the disclosing party (or of any company in the Group of Companies of which the disclosing party forms part) in any publicity, advertisement or other disclosure with regard to this Agreement without the prior written consent of the disclosing party.

6. Notices

Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or sent by recorded delivery post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the facsimile transmission or two days following that on which the notice was posted.

7. Variations

No variation, alteration or modification of this Agreement will be valid unless in writing signed by a duly authorised representative of both parties.

8. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

9. Entire Agreement, Governing Law and Jurisdiction

This Agreement constitutes the entire Agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be changed except by written agreement between the parties. The interpretation, construction and effect of this Agreement shall be enforced in accordance with the laws of the State of Victoria.

This agreement will be effective as of the date below, and continue for five (5) years.

Signed on behalf of

.....

Date

Witnessed by:

Signed on behalf of EFCA Pty Ltd

.....

Date

Witnessed by:.....