

## **CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

THIS DEED OF AGREEMENT is made this "DATE" by and between:

THE PARTIES:

(1) All About Staffing Pty Ltd ABN 15 117 079 295 T/A - Reliance Telecom, whose Postal Address is Baulkham Hills Business Centre, PO. Box 8273 Baulkham Hills NSW 2158.

(hereinafter referred to as "Party A"); and

(2) , whose registered office is (hereinafter referred to as "Party B")

WHEREAS:

(a) The Parties may have exchanged, and wish to further exchange, information of a confidential nature in order that each of them may evaluate such information for the purpose of determining their respective interest in establishing a business relationship between them.

(b) The Parties wish to define their rights and obligations with respect to such information.

NOW IT IS HEREBY AGREED AS FOLLOWS:

### **1. DEFINITIONS**

1.1 In this Agreement the following expressions shall have the following meanings:

(a) "Purpose" shall mean any discussions and negotiations between the Parties concerning, or in connection with, the establishment of a business relationship between the Parties;

(b) "Confidential Information" shall mean all information or data relating to a party's business disclosed (whether in writing, orally or by any other means) to the other party, or by a third party on behalf of the disclosing party, and shall include but not be limited to any information and data relating to the disclosing party's operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, customer and business affairs, but shall exclude any part of such disclosed information or data which:

(i) is in or comes into the public domain in any way without breach of this Agreement by the receiving party; or

(ii) the receiving party can show (A) 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 was not previously acquired by the receiving party from the disclosing party; or (B) to have been developed by or for the receiving party at any time independently of the information disclosed to it by the disclosing party; or

(iii) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party, or such source, of any obligation of confidentiality or non-use towards the disclosing party; or

(iv) is subsequently furnished by the disclosing party to a third party without restriction on disclosure or use.

1.2 Each party acknowledges and agrees that the Purpose requires that the Confidential Information to be disclosed may include price sensitive information within the meaning of the London Stock Exchange Combined Code on corporate governance and accordingly that the receiving party may not, whilst in possession of such information, deal directly or indirectly, in publicly quoted shares of the receiving party or its quoted parent, holding or subsidiary companies as the case may be.

### **2. HANDLING OF CONFIDENTIAL INFORMATION**

In consideration of the mutual exchange and disclosure of the Confidential Information, each party undertakes in relation to the other party's Confidential Information:

(a) to maintain the same in confidence and to use it only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, not to make any commercial use thereof or use the same for the benefit of itself or any third party other than pursuant to a further agreement with the other party;

(b) not to copy reproduce or reduce to writing any part thereof except as may be reasonably necessary for the Purpose and that any copies reproductions or reductions to writing so made shall be the property of the disclosing party;

(c) not to disclose the same whether to its employees or to third parties except in confidence to such of its employees, directors and professional advisers or those of any company in the same Group of Companies who need to know the same for the Purpose and that (i) such employees, directors and advisers are obliged by their contracts with the receiving party not to disclose the same, and (ii) the receiving party shall enforce such obligations and its expense and at the request of the disclosing party in so far as breach of such obligations relates to the disclosing party's Confidential Information;

(d) to be responsible for the performance of sub-clauses (a), (b) and (c) above on the part of the employees, directors or advisers to whom the Confidential Information is disclosed pursuant to sub-clause (c) above (e) to apply to the other Party's Confidential Information no lesser security measures and degree of care than those which the receiving party applies to its own confidential or proprietary information. Notwithstanding the foregoing, and notwithstanding the provisions of Clause 5 the receiving Party shall be entitled to make any disclosure required by law or the requirements of any recognised Stock Exchange provided that it notifies the other Party prior to making such disclosures (f) not, whilst in possession of the other Party's Confidential Information, to deal directly or indirectly in the Other Party's shares not to procure that any other person or persons may do so nor to influence any person in any decision as to whether to deal in the Other Party's shares.

### **3. RETURN OF CONFIDENTIAL INFORMATION**

Each Party shall:

(a) within one month of completion of the Purpose or receipt of a written request from the other Party, return to the other Party all documents and materials (and all copies thereof) containing the other Party's Confidential Information and certify in writing to the other Party that it has complied with the requirements of this sub-clause;

(b) notwithstanding completion of the Purpose or return of the documents and materials as aforesaid, continue to be bound by the undertakings set out in Clause 2.

### **4. DISCLAIMER AND WARRANTY**

(a) Each Party reserves all rights in its Confidential Information and no rights or obligations other than those expressly recited in this Agreement 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 or intellectual property right now or in the future held, made, obtained or licensable by either Party. Nothing in this

Agreement or its operation shall constitute an obligation on either Party to enter into the proposed business relationship or shall preclude or in any way impair or restrict either Party from continuing to engage in its business affairs otherwise than in breach of the terms of this Agreement;

(b) Each Party warrants its right to disclose its Confidential Information to the other Party and to authorise the other Party to use the same for the Purpose.

#### **5. CONFIDENTIALITY**

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

#### **6. NOTICES**

All notices under this Agreement shall be in writing and shall be sent by telex, email, facsimile or registered post to the party being served marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

#### **7. TERMINATION**

This Agreement shall continue in force from the date written above until terminated by mutual consent or by either Party by giving to the other not less than one month's prior notice. The provisions of Clauses 1,2 and 3 shall survive any such termination.

#### **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 the 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 governed and construed in all respects in accordance with the law of New South Wales and the parties hereby submitted to the jurisdiction of the Courts of that State.

AS WITNESS this Agreement has been signed on behalf of each party by its duly authorised representatives the day and year first before written.

SIGNED as a deed for and on behalf of  
RELIANCE TELECOM LIMITED ("Party A")

TITLE

SIGNED as a deed for and on behalf of ("Party B")  
TITLE

(Sign here & initial each of these pages)