

STANDARD CONFIDENTIALITY DISCLOSURE DEED

Between

**P. O'BRIEN & ASSOCIATES PTY LIMITED
ABN 30 066 284 268**

And

COMPANY NAME
ABN

DATE OF DOCUMENT

THIS DEED is made the day, month and year in text

BETWEEN: P. O'BRIEN & ASSOCIATES PTY LIMITED (ABN 30 066 284 268) of 15B Lyell Street, Mittagong NSW 2575 (hereinafter called "P. O'Brien & Associates")

AND:

COMPANY

ABN

of ADDRESS

in the state of STATE (hereinafter called "The Client")

WHEREAS:

- A. The Client is engaged in the business of the manufacture and/or distribution of list core business activities amongst other things.
- B. The Client wishes to appoint P. O'Brien as an authorised manufacturer of said products.
- C. The Client has informed P. O'Brien that all formulae and process relating to said products are the intellectual property of the client and that in the event that such information were made available to competitors the Client would suffer substantial loss and damage.
- D. P. O'Brien has agreed to manufacture said products and has agreed to keep confidential all formulae and manufacturing processes disclosed to it by the Client and P. O'Brien has otherwise agreed to enter into the covenants of this Deed.

NOW THIS DEED WITNESSES as follows:

1. P. O'Brien agrees to treat as confidential any information supplied by or on behalf of the Client - said under or pursuant to this Deed and any agreement to manufacture said products and P. O'Brien shall ensure such information is used solely to assist in the manufacture and sale of said products.
2. P. O'Brien shall ensure that all formulae and manufacturing process disclosed to it shall not be disclosed to any other person or organisation without the express written consent of the Client.
3. P. O'Brien shall ensure that all of its officers or employees to whom details of the formulae and manufacturing process are disclosed are made aware of the confidentiality of the same and that each officer or employee executes a document agreeing that the same will not be disclosed to any other third party. P. O'Brien shall, if requested by the Client, enforce for the benefit of the Client any remedies available to P. O'Brien as a result of the non-compliance by any employee of P. O'Brien with this clause.

4. P. O'Brien acknowledges that substantial harm and damage to the business of the Client may occur in the event that the formulae and/or manufacturing processes belonging to the Client are disclosed to any third party or competitor.
5. P. O'Brien covenants with the Client that upon termination of any rights to manufacture products on behalf of the Client that all formulae and other intellectual property will be returned to the Client forthwith and that same shall have not been copied or reproduced in any form or utilised by P. O'Brien in any way whatsoever.
6. This Deed shall not be varied except in writing.
7. The parties covenant each with the other to do all such further things and execute all such further documents as might be necessary on their part to more fully give effect to the terms of this Deed.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year aforementioned.

THE COMMON SEAL of)
P. O'BRIEN & ASSOCIATES)
PTY LIMITED was hereunto)
affixed in the presence of:)
Officer

.....
Witness

THE COMMON SEAL of)
COMPANY)
was here unto affixed)
in the presence of:)
Officer
(In signing I confirm that I am authorised to enter into such contracts on behalf of the company)

.....
Witness