

CONFIDENTIALITY AGREEMENT (AUSTRALIA)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[CUSTOMER]
(the "Customer")

- and -

[SUPPLIER]
(the "Supplier")

WHEREAS:

- A. The Company is in the business of [describe nature of the Customer's business] (the "Business");
- B. The Customer is a customer of the Company.

NOW THEREFORE, in consideration of the Company agreeing to discuss the Business with the Customer, and otherwise disclosing particulars of the Business to the Customer, and the Business supplying the Customer from time to time, the sufficiency of which is hereby acknowledged, the parties hereby undertake and agrees as follows:

1. **Scope of This Agreement:** The parties agree that this Agreement is only for the purposes of protecting the Company's confidential information and the Company's proprietary interest in the Business. Any agreement between the parties as to orders will be set out in other agreements. Nothing herein shall constitute one party to be the agent, partner or co-venturer of the other with respect to any project or activity. However, this Agreement shall apply to all past, present and future interaction between the parties unless specifically modified or superseded by subsequent written agreements.
2. **Confidential Information:** The term Confidential Information shall include but shall not be limited to all confidential business information or trade secrets furnished by the Company to the Customer with respect to the Business, whether in oral, written, graphic or machine-readable form, and all copies or reproductions thereof, including but not limited to business plans, marketing plans, and product or service outlines. Information made available to the general public and information generally known in the Company's industry shall not be considered to be Confidential Information. Confidential Information shall at all times remain the Company's exclusive property.
3. **Non-Disclosure:** The Customer agrees to hold the Confidential Information in confidence and not to show or disclose it to any third parties. The Customer agrees to use reasonable means, not less than the means it uses to protect its own proprietary information, to safeguard the Confidential Information. The Customer shall not at any time copy, duplicate, record or otherwise reproduce or transcribe the Confidential Information nor any part thereof without the Company's prior written consent. The Customer shall be responsible for any use or disclosure of the Company's Confidential Information by any of its employees or agents. The Customer will not show or otherwise disclose Confidential Information to independent contractors or consultants without the prior written consent of the Company.