

MUTUAL NON DISCLOSURE AGREEMENT

This Agreement is made on

BETWEEN

VAASCO Group Ltd, ACN 653 685 164, Office Suite 3, Level 10, 45 William Street, Melbourne VIC 3000 Australia ("**VAASCO Group**")

AND

.....
.....

together referred to as "**the Parties**".

Recitals

The Parties are disclosing Intellectual Property to each other, so that each Party can evaluate the other Party and/or its Intellectual Property as a possible purchase or investment opportunity / for conducting work in one or more roles as an agent / collaborator / subcontractor / supplier / client *[delete whichever is not applicable]*.

Agreement

1. The "Confidential Information" of a party means the Confidential Information identified in Schedule A and includes without limitation all:
 - a) information disclosed (whether orally, in writing or in any other form) by each Party to the other in relation to the Purpose identified in Schedule B; and
 - b) (i) all copies, notes and records; and (ii) all related information generated by the Recipient based on or arising out of any such disclosure.
2. The "Discloser" means the Party disclosing any Confidential Information.
3. The "Recipient" means the Party receiving any Confidential Information.
4. In consideration of the disclosures by each Party, the Recipient must in relation to the Confidential Information of the Discloser:
 - a) keep it confidential;
 - b) use it only for the Purpose;
 - c) not circumvent or attempt to circumvent or otherwise damage the Discloser's commercial relationship(s) with its client(s).
 - d) not disclose it to any person other than to those of the Recipient's employees and/or sub-contractors:
 - (i) who have a need to know for the Purpose, and
 - (ii) who have first been directed to keep it confidential and to use it only for the Purpose;
 - e) enforce each direction at its cost;
 - f) not copy it or any part of it other than as strictly necessary for the Purpose and to mark any such copy 'Confidential-[Name of Discloser]';
 - f) implement reasonable security practices against any unauthorised copying, use or disclosure (whether that disclosure is oral, in writing or in any other form);
 - g) immediately notify the Discloser if the Recipient becomes aware of any:
 - (i) unauthorised copying, use or disclosure in any form; or
 - (ii) required disclosure under clause 5 (c); and
 - h) promptly comply with any request by the Discloser to return or destroy any or all copies of Confidential Information. For the avoidance of doubt the Recipient may retain the Confidential Information to the extent required by applicable laws or regulations for regulatory compliance.
5. The Parties agree that this agreement does not extend to information that (whether before or after the date of this agreement):
 - a) is rightfully known by, or in the possession or control of, the Recipient and not subject to an obligation of confidentiality on the recipient;
 - b) is public knowledge (otherwise than as a result of a breach of this Agreement); or
 - c) the Recipient is required by law to disclose or retain, but only to the extent of any such disclosure or retention.

6. The burden of showing that any Confidential Information is not subject to this Agreement will rest on the Recipient. If the Recipient believes that any information received by it is not subject to clause 4 then the Recipient must give notice to the other party of this effect within fourteen (14) days of becoming aware of this and also provide the reasons why particular information is believed not to be confidential.
7. This Agreement does not transfer any interest in any intellectual property.
8. If:
 - a) the Discloser issues a request to the Recipient to return or destroy any or all copies of Confidential Information;
 - b) the Recipient breaches any provision of this Agreement;
 - c) this Agreement is terminated for any reason; or
 - d) this Agreement has automatically expired after of a period of 12 months from the date of Agreement, (which may be extended by mutual agreement)

then the Recipient must:

- (i) immediately stop using, copying or disclosing Confidential Information.
- (ii) immediately return to the Discloser or destroy (at the Discloser's option) any or all copies or forms of the Confidential Information; and
- (iii) fulfil its obligations under this Agreement indefinitely;

provided that nothing in this Agreement will require the Recipient to delete references to the Confidential Information; included in its board or committee papers or stored on the backup tapes of its IT system.

9. Neither Party represents that by entering into this Agreement that the Party will enter into any other arrangement in relation to the Purpose or any Confidential Information.
10. The Recipient acknowledges that damages are not a sufficient remedy for breach of this Agreement and that the Discloser is entitled to specific performance or injunctive relief (as appropriate) as remedy for any breach or threatened breach by the Recipient, in addition to any other remedies available to the Discloser at law or in equity.
11. The laws of Victoria Australia, govern this Agreement.
12. The Schedules form part of this Agreement.

SCHEDULE A: CONFIDENTIAL INFORMATION

"Confidential Information" includes verbal, written or digital information or other material in any form, including any business plans, technical information and or business information, relating to the operations, technology and conduct of the Discloser.

SCHEDULE B: PURPOSE

The purpose of disclosing Confidential Information is to facilitate discussing financial, regulatory and compliance, public listing, marketing, technical and / or business issues associated with the Discloser's clients, operating business(es), products, technologies, shareholdings, financial arrangements and plans.

DULY EXECUTED on the above date.

Signed for and on behalf of **VAASCO Group Ltd**

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Signature of authorised person Signature of witness

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Name of authorised person (print) Name of witness (print)

.....
Office held

Signed for and on behalf of

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Signature of authorised person Signature of witness

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Name of authorised person (print) Name of witness (print)

..... Office held