

Agreement made this _____ day of _____ in the year _____

BETWEEN: Unique Micro Design Pty Ltd (A.B.N 29 007-419-490)
(Hereafter referred to as "UMD")

AND:

(Hereafter referred to as the "Recipient")

WHEREAS, UMD wishes to divulge certain Confidential Information to the Recipient and the Recipient to UMD.

This includes, but is not limited to, information concerning (1) UMD business methods, personnel, products, pricing, patent applications, prospective customers, suppliers; and (2) inventions, processes, specifications, drawings, sketches, models, samples, computer programs, technical information, or other related confidential business information, written, oral or otherwise.

NOW, THEREFORE, in consideration of the covenants contained herein, the recipient and UMD agree as follows:

1. All discussions are held on a "commercial-in-confidence" and need to know basis and is not to be relayed or discussed other than through the required mediums to perform any task or instruction given by UMD or the Recipient.
2. Any documentation or diskettes supplied under the condition that it is Proprietary and/or copyright to UMD and/or the Recipient and is not to be disclosed, distributed or used in whole or in part for any purpose other than to perform the task or instructions given by UMD or the Recipient.
3. The Recipient and UMD agrees to maintain the Confidentiality of UMD's or the Recipient's information and take all steps necessary to protect UMD or the Recipient information from disclosure.
4. This agreement does not include information which:
 - (a) is or becomes public knowledge through no wrongful act of the Recipient or UMD,
 - (b) was already known to the Recipient,
 - (c) is furnished to the Recipient by a third party without a similar restriction on the third party's rights, or
 - (d) Is approved for release by UMD in writing.
5. Nothing in this agreement shall be construed as granting or conferring any rights by licence, patents, copyright or otherwise, whether Expressly or implied, for any invention, discovery or product improvement, to the Recipient.
6. This Agreement shall be imposed for a period of five (5) years or after employment has ceased.
7. The laws of Victoria will govern this Agreement.

**SIGNED on behalf of
Unique Micro Design Pty Ltd
By it's authorised representative**

Signature

Print Name

Title

Date

In the presence of:

Witness Signature

**SIGNED on behalf of the
Recipient
By it's authorised representative**

Signature

Print Name

Title

Date

In the presence of

Witness Signature