

MUTUAL NON-DISCLOSURE and NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT is made this day of 20.....

BETWEEN:

CLIMATE PTY LTD (A.C.N 006 733 026) a corporation incorporated under the laws of the State of Victoria, Australia, whose registered office is situated at Level 1, 460 Lower Heidelberg Road, Heidelberg in the State of Victoria ("Climate");

AND:

.....
("Disclosee")

WHEREAS:

- A. Climate and Disclosee intend to reveal confidential and commercially valuable information to each other during discussions which may or may not lead to a business relationship or alliance between Climate and Disclosee; and
- B. Climate and Disclosee wish to ensure that each other's Confidential Information is held in strict confidence and is only used as permitted by each other whether a business relationship does or does not develop.

IT IS AGREED AS FOLLOWS:

1 Definitions:

"Confidential Information" is any information (regardless of form and including passwords and other security credentials) relating to plans, intentions or business of Climate or Disclosee which are revealed to each other either before or after signing this agreement. It does not include information which becomes public knowledge as a result of either party publicising its own information. Confidential Information does not include information which must be disclosed according to any law or court order.

"Unauthorised Persons" means third parties and also anyone connected with Climate or Disclosee who does not need to know the other's Confidential Information in order to carry out their work for Climate or Disclosee.

2 Climate and Disclosee each shall keep the other's Confidential Information secret from Unauthorised Persons.

3 Climate and Disclosee each shall take effective precautions to prevent Unauthorised Persons from gaining direct or indirect access to the other's Confidential Information.

4 Climate and Disclosee each shall ensure that each authorised person to whom the other's Confidential Information is to be revealed has first agreed to be bound by the provisions of this agreement and will not further reveal that Confidential Information either during or after the employment or agency of the individual has been terminated.

5 The obligations of confidentiality set out in this Agreement shall bind Climate and Disclosee until all of the other's Confidential Information becomes generally and publicly available or until either party notifies the other party in writing that specific information is no longer Confidential Information.

6 Climate and Disclosee each shall not use nor permit the use of the other's Confidential Information except as authorised by the other. Specifically, each party acknowledges that it will not use any of the Confidential Information to compete with the other party nor to circumvent the plans of the other party and that any such use will amount to unfair competition.

7 Permitted use by either party of the Confidential Information shall not be deemed as providing to the other party a license, title or other legal right or interest in or to the Confidential Information nor in any materials prepared in connection therewith or derived therefrom. In no event shall any such use by either party result in any copyright or other intellectual property right in such materials for the other party. Nothing herein shall be deemed to give rise to any right for either party to act as a representative of the other party nor to receive any fee from the other party including as an agent, finder or other representative.

8 This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. Notwithstanding the foregoing, due to the personal nature of the rights and obligations hereunder, no transfer or assignment of the rights and obligations under this Agreement shall be made by either party without the prior written approval of the other party which at its sole discretion may be withheld.

9 Climate and Disclosee each shall return all original and copied documents and other material containing Confidential Information when requested by the other party.

10 This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia and the parties hereby submit themselves to that jurisdiction. The parties acknowledge and irrevocably agree that any judgment rendered against either party under this Agreement may be enforced in any jurisdiction, including jurisdictions outside Australia, where such judgment may be entered.

Executed on the above date by the duly authorised officers of Climate and Disclosee:

SIGNED on behalf of Climate)

by its duly authorised officer)

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MIKE DEWHIRST)

.....)

(Name))

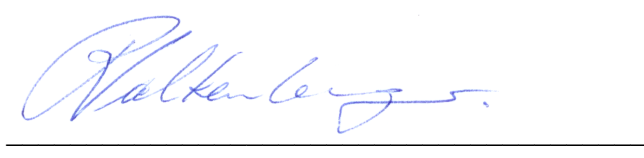
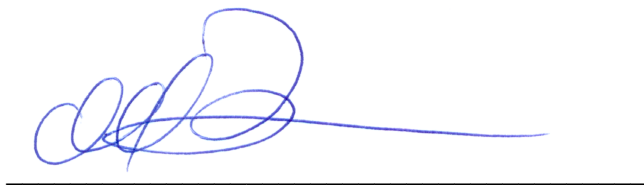
in the presence of)

)

ROBIN VALKENBURG)

.....)

(Witness))



SIGNED on behalf of Disclosee)

by its duly authorised officer)

)

)

)

.....)

(Name))

in the presence of)

)

)

.....)

(Witness))
