



OKUMA AUSTRALIA PTY LIMITED MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (the "Agreement") is made and entered into on ____/____/20____ <an "Effective Date"> between _____ ABN <_____> or Registered Business <_____> ("The Customer"), and Okuma Australia Pty Limited ABN 18 000 008 211 ("Okuma").

In the course of commercial negotiations and any subsequent commercial arrangements, The Customer and Okuma (the "Parties") possess or may come to possess certain information, including without limitation, technology, inventions, concepts, processes, drawings, designs, marketing data, financial data, calculations, methods of calculations, computer codes and software (the "Information") belonging to or originating from the other party; and

Okuma desires to acquire the Information for the purpose of technical evaluation and consideration and any subsequent commercial arrangements and may require the transfer of computer data media and other documents; and

The Customer desires to acquire Information for the purpose of technical evaluation and consideration and any subsequent commercial arrangements and may require the transfer of computer data media and other documents; and

Okuma and The Customer both acknowledge that the release of the Information would be detrimental to each of the Parties interests and both are entitled to assurances that the Information to be provided to Okuma by The Customer and to the Customer by Okuma under this Agreement is retained in confidence by the Parties;

Therefore, in consideration of the undertakings set forth herein, the Parties agree as follows:

1. PROTECTION AND USE.

The Customer shall provide the Okuma with the Information, provided that:

- a) Okuma shall hold the Information in strict confidence and shall allow access to and disclose the Information only to those of its employees having a justifiable "need to know" to carry out the purpose described above.
- b) Okuma shall not use the Information or any part thereof provided by The Customer for any purpose other than the purpose described above.
- c) Okuma shall not disclose the Information to any third party without the consent of the Customer.



- d) Okuma shall ensure that all of its employees to whom the Information is provided are made aware of and comply with the obligations of Okuma under this Agreement.
- e) Okuma shall protect the Information by using the same procedures and standard of care which Okuma uses to protect its own proprietary and confidential information.

Okuma shall provide the Customer with the Information, provided that:

- a) The Customer shall hold the Information in strict confidence and shall allow access to and disclose the Information only to those of its employees having a justifiable “need to know” to carry out the purpose described above.
- b) The Customer shall not use the Information or any part thereof provided by Okuma for any purpose other than the purpose described above.
- c) The Customer shall not disclose the Information to any third party without the consent of Okuma.
- d) The Customer shall ensure that all of its employees to whom the Information is provided are made aware of and comply with the obligations of the Customer under this Agreement.
- e) The Customer shall protect the Information by using the same procedures and standard of care which The Customer uses to protect its own proprietary and confidential information.

2. EXCLUSION FROM PROTECTION.

The foregoing obligations of confidentiality, use and nondisclosure shall not apply to any Information to the extent that

- a) such Information was known by the Parties prior to receipt; provided (i) such fact is documented in the Parties records and (ii) the Information was not acquired directly or indirectly from the Parties; or
- b) such Information is lawfully received from a third party without restriction and without breach of this Agreement; or
- c) such Information is now, or subsequently becomes, generally available to the public through no act or failure to act on the part of the Parties.



3. NO RIGHTS GRANTED.

No provision of this Agreement shall be construed as granting or conferring any rights, express or implied, to any license, patent, trademark, copyright or trade secret of each of the Parties as a result of the transfer of the Information to each of the Parties by the other Party. The Customer and Okuma make no representations or warranty to the other Party with respect to the infringement of any patent, trademark, copyright, trade secret or other proprietary rights of the other Party as a result of the transfer of the Information to each of the Parties by the other Party.

4. TERM.

This Agreement shall expire Five (5) years after the Effective Date, except that it may be terminated earlier by thirty (30) days written notification by either party to the other.

All rights and obligations accrued under this Agreement shall survive for a period of Five (5) years following expiration or termination of this Agreement.

5. RETURN OF INFORMATION.

Within five (5) business days following a request by The Customer, Okuma shall return the Information to The Customer. Upon the expiration or termination of this Agreement, the Information (including all copies thereof) shall be promptly returned to The Customer or be disposed of as mutually agreed. The same obligation applies to the Customer with respect to Information from Okuma.

6. NOTICES.

All notices required to be given under the terms and conditions of this Agreement by one party to the other shall be in writing sent by registered or certified air mail, return receipt requested, or facsimile transmission to the addresses stated below or any later addresses, notice of which has previously been given by one party to the other, and the time of such notice shall start with the day of deposit of such notice in the post office or facsimile transmission by the sender. Failure of any party to give any of the notices referred to in this Agreement shall not relieve such party of its obligations under this Agreement, nor shall it constitute a waiver with respect to any subsequent default.



Notices to The Customer shall be sent to:

The Customer _____

Registered Address for notices _____

Fax No: _____

Authorised E_mail Address _____

Notices to Okuma shall be sent to:

Okuma Australia Pty Ltd
(ACN 18 000 008 211)
3 Tampe Road,
Rowville, VIC., 3178
AUSTRALIA
Fax: +61 3 9757 5899

7. ASSIGNMENT.

Neither Party may not assign (by operation of law or otherwise) this Agreement without the prior written consent of the other Party, which consent the other Party in its sole discretion may withhold.

8. WAIVER.

Any waiver of any part of this Agreement shall not constitute a waiver of any other part hereof, nor shall a waiver of any breach of this Agreement constitute a waiver of any succeeding breach hereof.

9. ENTIRE AGREEMENT; AMENDMENT.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

This Agreement shall not be amended or supplemented except by an instrument in writing signed by a duly authorized officer of each party



10. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, AUSTRALIA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The Customer

Signed by: _____

Name: _____
<Authorised Representative>

Title: _____

Date: ____ / ____ / 20____

Okuma Australia Pty Ltd

Signed by: _____

Name: _____
<Authorised Representative>

Title: _____

Date: ____ / ____ / 20____