

CONFIDENTIALITY AGREEMENT

This Agreement is made on _____ day of _____ 2011.

BETWEEN:

PSYCHOLOGY ONSITE PTY LTD (in Liquidation) (Receiver Appointed) ACN 129 879 563
c/- SBR Insolvency + Reconstruction, Level 8, 65 York Street Sydney NSW 2000 (“**the Disclosing Party**”).

and

The party named in Schedule 1 (“**the Receiving Party**”).

RECITALS:

- A. The Disclosing Party has certain Confidential Information which the Receiving Party acknowledges as being of significant commercial value to the Disclosing Party.
- B. The Disclosing Party will cause Confidential Information be made available to the Receiving Party for the Approved Purpose subject to and in consideration of the Receiving Party entering into this Agreement, which is necessary to protect the valuable commercial interests of the Disclosing Party.

THE PARTIES AGREE in consideration of, among other things, the mutual promises contained in this agreement:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

“**Approved Purpose**” means the conduct of due diligence and an evaluation of the retail web service and business process previously providing online consulting services;

“**Confidential Information**” means:

- (a) all technical, commercial, financial or other information disclosed (whether orally, in writing or by any other means) by the Disclosing Party or by a third party on behalf of the Disclosing Party to the Receiving Party which is marked by the Disclosing Party as being confidential or which the Receiving Party could reasonably be regarded as confidential;
- (b) trade secrets, designs, drawings, know how, techniques and procedures disclosed by the Disclosing Party to the Receiving Party whether or not marked as confidential;
- (c) information resulting from or relating to the negotiations and any agreement entered into between the parties as a result of the negotiations, irrespective of whether such information is disclosed before or after execution of this Agreement but confidential information does not include:

- i. information which is required to be disclosed by law, court order, tribunal, authority or regulatory body;
- ii. information which is in the public domain or is generally known or is available by publication, commercial use or otherwise without a breach of this agreement;
- iii. information which the Receiving Party already possesses at the time of disclosure to it by the Disclosing Party;
- iv. information which the Receiving Party acquires from a third party entitled to disclose it in circumstances where the third party is not under a duty of confidentiality as regards the information disclosed.

1.2 Interpretation

In this agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person, trust, partnership, joint venture, association, corporation, organisation, society, firm, authority or other entity includes any of them;
- (d) if an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing.

2 CONFIDENTIAL INFORMATION

2.1 The Receiving Party agrees:

- (a) it will take all reasonable action necessary to maintain the confidential nature of the Confidential Information;
- (b) it will not, without the prior written consent of the Disclosing Party, disclose any of the Confidential Information to any person other than those of its officers, employees, agents or advisors who need the information for the Approved Purpose;
- (c) it will not use or reproduce any of the Confidential Information for any purpose other than the Approved Purpose; and
- (d) the Confidential Information will remain the sole and exclusive property of the Disclosing Party.

2.2 Before disclosing any Confidential Information to any of its shareholders, officers, employees, agents or advisors for the Approved Purpose, the Receiving Party must take all reasonable action to ensure that those shareholders, officers, employees, agents or advisors do not use or disclose Confidential Information except to the extent the Receiving Party is permitted to use or disclose the information under this agreement.

2.3 Without limiting the extent of paragraph 2.2 the Receiving Party must not load the Confidential Information onto any computer unless the computer is exclusively controlled by the Receiving Party. Any Confidential Information loaded onto a computer as permitted by this clause must be deleted at the same time as the Confidential Information is returned to the Disclosing Party under clause 4.

3 DISCLOSURE

- 3.1 Nothing in this agreement obliges either party to disclose any particular information to the other party.
- 3.2 Each party acknowledges that no party has made any representation or warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information.
- 3.3 Nothing in this agreement is to be construed as granting to the Receiving Party any licence or other rights in relation to the Confidential Information.

4 RETURN OF CONFIDENTIAL INFORMATION

- 4.1 On demand by the Disclosing Party or as soon as the Confidential Information is no longer required for the Approved Purpose, whichever is earlier, the Receiving Party will return to the Disclosing Party all documents and other materials containing the Confidential Information which are in the possession or control of the Receiving Party or any of its officers, employees, agents or advisors. The Receiving Party must also delete any Confidential Information which it has loaded onto its computer as permitted by clause 2.3.
- 4.2 Return of the Confidential Information will not release the Receiving Party from its obligations under this agreement.

5 NO LIABILITY

The Disclosing Party disclaims all liability and the Receiving Party discharges and releases the Disclosing Party absolutely and unconditionally for any loss or damage suffered by any person acting on any Confidential Information disclosed by the Disclosing Party to the Receiving Party to the maximum extent permitted by law.

6 INDEMNITY

The Receiving Party indemnifies the Disclosing Party against any loss or damage sustained in or incurred by the Disclosing Party as a result of:

- (a) any breach by the Receiving Party of this agreement; or
- (b) any act or omission by any of its officers, employees, agents or advisors which occurs as a result of the Receiving Party failing to take all reasonable action to prevent the occurrence of that act or omission as required under this agreement.

7 GENERAL

- 7.1 All notices, consents, requests, demands and approvals given under this agreement must be in writing and given by personal service, pre-paid postage or facsimile transmission at the addresses of the parties set out in this agreement or to the address designated by a party by written notice. Any notice sent by post is regarded as having been received by the party to whom it is addressed on the day which in the normal course of post it would have been delivered.

- 7.2** A variation or waiver of a provision or any amendment of this agreement is effective only if in writing and signed by all parties. A variation or waiver is effective only to the extent to which it is made or given.
- 7.3** No waiver of any breach of this agreement is effective unless in writing and signed by the party granting the waiver. Unless otherwise expressly stated, the extent of any waiver granted is restricted to the specific breach concerned and does not extend to any further occurrence of the breach.
- 7.4** This agreement constitutes the sole and entire agreement between the parties with regard to its subject matter and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in this agreement is of no force or effect.
- 7.5** Any provision of, or the application of any provision of, this agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 7.6** Any provision of, or the application of any provision of, this agreement which is void, illegal or unenforceable in any jurisdiction does not effect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 7.7** Unless earlier terminated by written agreement of the parties, the obligations set forth in this Agreement terminate 5 years after the date of this Agreement.
- 7.8** This agreement is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and any Court hearing appeals from those Courts.

SCHEDULE 1

RECEIVING PARTY PARTICULARS

Name: _____

Address: _____

Name and Position
of Person signing: _____

Date: _____

EXECUTED as an agreement.

Signed by PSYCHOLOGY ONSITE PTY LTD
(ACN 129 879 563)
(in Liquidation) (Receiver Appointed)
by its authorised representative

)
)
)
)
)

.....
Witness

.....
Name of Witness

Signed by
as authorised representative for the Receiving
Party in the presence of:

)
)
)
By executing this Agreement the signatory
warrants that the signatory is duly authorised
to execute this Agreement on behalf of the
Receiving Party

.....
Witness

.....
Name of Witness