

BILATERAL CONFIDENTIALITY AGREEMENT

DATE:

PARTIES: (1) Ark Group Australia Pty Ltd a company incorporated in Australia whose registered number is 66 099 819 262 whose registered office is at Main Level, 83 Walker St, North Sydney NSW 2060

(2) DQ APAC Award candidate(s) name

WHEREAS:

- A During the course of their business relationship the parties to this Agreement will disclose proprietary information to each other.
- B Each party wishes to prevent the disclosure or unauthorised use of its proprietary information by the other party.
- C The parties have agreed to protect each other's proprietary information on the terms set out below and in Section 7 of the DQ APAC Award outline:

IT IS HEREBY AGREED:

1. In this Agreement the term "Confidential Information" shall mean any information in any form emanating, directly or indirectly, from a party to this Agreement (or any of its associated companies) and shall include any compilation of otherwise public information in a form not publicly known.
2. It is understood that the term "Confidential Information" shall not include information which:
 - (i) is publicly known at the time of disclosure;
 - (ii) after disclosure becomes publicly known other than through a breach of this Agreement;
 - (iii) the party receiving the information ("the recipient") can show was known to it prior to the disclosure of the information by the other party ("the disclosing party");
 - (iv) the recipient can show was developed independently by members of its staff who were not aware of the content of the information disclosed by the disclosing party; and
 - (v) the recipient can show was made available to it by a Third Party who has a right to do so and who has not imposed any obligation of confidentiality or restricted use in respect thereof.
3. The associated companies of a party to this Agreement shall mean its direct and indirect subsidiaries, its intermediate and ultimate holding companies and all direct and indirect subsidiaries of such holding companies world-wide.

4. Each party acknowledges that the other party has a proprietary interest in maintaining the confidentiality of its Confidential Information and each party agrees that it will not, either during or after completion of the purpose for which the other party has disclosed its Confidential Information, disclose the Confidential Information (except in accordance with Clause 5) or use such Confidential Information for any purpose other than that for which the Confidential Information was disclosed.

5. Each party agrees:
 - (i) to limit the disclosure of the other party's Confidential Information in its organisation to those of its officers, employees and professional advisers to whom such disclosure is necessary to enable the information to be evaluated;
 - (ii) to ensure that such officers, employees and professional advisers are bound by equivalent obligations to those set out in this Agreement in respect of the other party's Confidential Information; and
 - (iii) to use its best endeavours to ensure that such officers and employees abide by such obligations.

6. Unless the disclosing party has agreed otherwise in writing, upon completion of the purpose for which its Confidential Information has been disclosed, the receiving party shall return any and all materials that contain any of the other party's Confidential Information including (but not limited to) all documents, plans, samples, drawings, specifications, notebooks, computer software and any other materials whatsoever and all copies made of them.

7. If either party develops a product or a process or enters into a subsequent business relationship which, in the reasonable opinion of the other party, might have involved the use of any of the other party's Confidential Information, the party which has made the development or entered into the subsequent business relationship shall, at the request of the other party, supply to it information reasonably necessary to establish the other party's Confidential Information has not been used or disclosed.

8. This Agreement shall be subject to Australian law and all disputes arising in connection herewith shall be submitted to the non-exclusive jurisdiction of the Australian courts.

9. This Agreement shall take effect on the date set out on the first page of this Agreement.

For and on behalf of

For and on behalf of Ark Group Australia Pty Ltd

Signed by

Signed by

Position

Position