

VARENCO PTY LTD.

Vivek Rao

Director

Recipient Name

Street Address

City, ST ZIP Code

Telephone

Email

Date

This Agreement is made on [DATE] by and between [NAME OF DISCLOSING PARTY] (the "Disclosing Party"), whose address is [ADDRESS OF DISCLOSING PARTY], and [NAME OF RECEIVING PARTY] (the "Receiving Party") whose address is [ADDRESS OF RECEIVING PARTY].

The parties hereby agree as follows:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to evaluate its interest in [PURPOSE FOR SHARING CONFIDENTIAL INFORMATION], in accordance with the following terms and conditions:

1. Definition

For purposes of this Agreement, "*Confidential Information*" shall mean the information received by the Receiving Party from the Disclosing Party which is marked as "Confidential" and/or "Proprietary" or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure. Information furnished orally, in written form, by electronic means, or by any other means which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information.

2. Protection and Purpose

All "*Confidential Information*" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "*Confidential Information*" received from the Disclosing Party except for the evaluation purposes set forth above.

3. Restrictions

The restrictions herein provided shall not apply with respect to "Confidential Information" which:

- A. Is known by the Receiving Party at the time of receipt; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

4. Rights and Licenses

This Agreement and the furnishing of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

5. Ownership

All tangible information, including drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to "Confidential Information".

6. Export

The Receiving Party shall not export any Confidential Information without written permission from the Disclosing Party. If the Disclosing Party is permitted to export Confidential Information, the Disclosing Party shall comply with Australian Export Administration Laws and regulations (EAR) and shall not export or re-export any technical data or products received from the Disclosing Party or the direct

product of such technical data to any proscribed country listed in the "EAR" unless properly authorized by the Australian government.

7. Termination

This Agreement is to be construed in accordance with the laws of the Commonwealth of Australia and shall terminate five (5) years from the effective date of this Agreement.

DISCLOSING PARTY NAME

Name: [NAME OF DISCLOSING PARTY]

Title: [TITLE OF DISCLOSING PARTY]

Date: [DATE]

RECEIVING PARTY NAME

Name: [NAME OF RECEIVING PARTY]

Title: [TITLE OF RECEIVING PARTY]

Date: [DATE]