

# CONFIDENTIALITY AGREEMENT

**This Agreement is made:**

**BETWEEN:** Site Promotions Pty Ltd (A.C.N 090 739 754) of Level 1, 23-27 Wellington Street, St. Kilda, VIC, 3182, Australia (“Site Promotions”)

**AND:** \_\_\_\_\_

[Insert Name, A.C.N or equivalent identification if corporation and Address of Recipient]  
 (“the Recipient”).

## RECITALS

- A. Site Promotions is a multi disciplinary company with interests in energy research and gambling (“the Business”). Site Promotions has developed computer software which is designed to analyse acceleration and deceleration of a roulette wheel and ball, which in turn can predict the probability of spin outcomes. The software in conjunction with mobile phone technology together forms the Roulette Computer (“the Product”).
- B. Site Promotions seeks to enter into commercial relationships with purchasers and international resellers for the distribution and sale of their Product or with other persons or entities including but not limited to potential agents, investors or partners interested in exploiting the Product and employees, contractors, manufacturers and advisors interested in joining or assisting the Business.
- C. The Recipient wishes to enter into discussions to form a Commercial Relationship with Site Promotions.
- D. During these discussions there will be the disclosure of Confidential Information about the Product and the Business including design ideas and concepts which has a unique value to Site Promotions.
- E. Site Promotions will be prejudiced by any unauthorised use or disclosure of the Confidential Information.
- F. The parties agree to disclose and use the Confidential Information as provided in this Agreement.

**THE PARTIES AGREE** as follows:

## Definitions and interpretation

1. In the construction of this Agreement, unless the contrary intention appears:

**‘Approved purpose’** means evaluation by the Recipient of Site Promotions and the Business to decide whether or not to purchase the Product or whether or not to enter into a Commercial Relationship with Site Promotions in relation to the Business.

**‘Confidential information’** means all information provided by Site Promotions or its employees, agents, officers or advisers to the Recipient including:

- technical information, designs, software, photographs, drawings and written work including instructional manuals;
- trade secrets, including ideas, know-how and business concepts not reduced to material form;
- business plans, systems, policies and procedures;
- market information;
- marketing material including website content;
- commercial information about Site Promotions or persons with whom Site Promotions deals, including details of agreements with employees, contractors, customers and others;
- financial information about Site Promotions including pricing structures;
- all intellectual property including registered and unregistered trademarks, designs and work to which copyright applies;
- any information marked “confidential” or which Site Promotions informs the Recipient is confidential or a trade secret;

but excluding:

- information available to the public (other than through disclosure by the Recipient or by a person to whom the Recipient disclosed the Confidential Information);
- information which the Recipient can prove it lawfully possessed before obtaining it in connection with this Agreement;

**‘Regulatory Body’** means any Federal or State Minister of the Crown, government or quasi government agency or statutory authority whose approval or consent is necessary for the Approved Purpose.

**Value and ownership**

2. The Recipient acknowledges that all of the Confidential Information will at all times remain the absolute property of Site Promotions.

**General obligation**

3. The Recipient must take all steps necessary to safeguard the confidentiality of the Confidential Information.

**Particular obligation**

4. The Recipient may use the Confidential Information only:
  - (1) for the Approved Purpose; or
  - (2) to the extent and for a purpose to which Site Promotions has consented in writing.

**Restrictions**

5. Without limiting the generality of the above Clauses, the Recipient MUST not:
  - (1) profit or cause any other person to profit from the use of the Confidential Information, except in respect of the Approved Purpose;
  - (2) develop or cause any other person to develop any business idea, enterprise, Product or services based on the Confidential Information without Site Promotions's consent in writing; and
  - (3) use or disclose to a third party any aspect of the Confidential Information for the purpose of contacting or contracting with any employee or client of Site Promotions.

**Permitted Disclosures**

6. The Recipient may disclose the Confidential Information only:
  - (1) to a person, including any and all of its employees, agents, officers or advisers if:
    - (a) the Recipient has informed that person of the confidential nature of the Confidential Information; and
    - (b) that person has undertaken in writing to Site Promotions to keep the Confidential Information secret and confidential, on the same terms as those in this Agreement; and
    - (c) it is necessary for the Recipient to disclose the Confidential Information for the Approved Purpose; or
  - (2) to the extent and for a purpose to which Site Promotions has consented in writing; or
  - (3) to the extent required by law.

**Printing and Reproduction**

7. The Recipient may copy or print the Confidential Information only if Site Promotions has consented in writing.

**Communication with Regulatory Body**

8. The Recipient may communicate with a Regulatory Body about the Approved Purpose or the Confidential Information only if Site Promotions has consented in writing.

**Security**

9. The Recipient must
  - (1) keep all the Confidential Information in a secure manner.
  - (2) immediately report to Site Promotions any unauthorised use, disclosure, copy or printing of the Confidential Information of which the Recipient becomes aware.
  - (3) use its best efforts to obtain the return or destruction or deletion of any unauthorised copy or print-out of the Confidential Information.

**Return and Destruction**

10. On demand by Site Promotions, the Recipient must:
  - (1) deliver to Site Promotions all the Confidential Information in the Recipient's possession or control;
  - (2) delete all the Confidential Information held electronically in any medium in the Recipient's possession or control; and
  - (3) destroy all documents which were prepared by or for the Recipient and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium in the Recipient's possession or control.

**Claims in case of Breach**

11. Site Promotions reserves the right to make claims for all remedies available to it against the Recipient in relation to any losses or damage suffered by Site Promotions should the Recipient commit any breach of this Agreement. In addition, supply of all access codes to software will be immediately terminated.

**Injunctive relief**

12. In the event of a breach or threatened breach of this Agreement, Site Promotions is entitled to injunctive relief in addition to any other remedies available at law or in equity, without showing or proving any actual damage sustained by Site Promotions due to the breach or threatened breach.

**Continuing obligations**

- 13. The obligations of the Recipient under this Agreement survive the completion of the Recipient's evaluation of the Business as well as the completion of any agreement in respect of the Approved Purpose, except as otherwise provided by such an agreement.

**Licence Rights**

- 14. This Agreement does NOT grant the recipient any licence rights or other rights relating to the Business. Any rights must be detailed in a separate Agreement and signed by both parties.

**No Assignment**

- 15. The Recipient must not assign all or any of its rights or obligations under this Agreement without the prior written consent of Site Promotions.

**Applicable law**

- 16. This Agreement is governed by the law of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

**No warranties**

- 17. Site Promotions makes no warranty or representation that the Confidential Information:
(a) is fit for any general, or any particular purpose; and
(b) does not infringe the rights of any other person.

**Amendments**

- 18. This Agreement may not be varied except in writing signed by all of the parties.

**Severability**

- 19. If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

**Acceptance of Terms**

- 20. Each party agrees to be bound by the terms of this Agreement. The Recipient by signing this Agreement is deemed to have read and understood its terms and to have sought legal advice from an independent legal adviser as to the matters in issue. Should the Recipient elect not to seek independent legal advice, the Recipient by signing this Agreement hereby waives its right to seek same and forever indemnifies Site Promotions from any claim arising from misinterpretation or misunderstanding of the terms of this Agreement.

**Signatures of parties**

- 21. This Agreement will be effective when signed by all parties and its effective date is the latest of the dates set out below.

**Signed on behalf of Site Promotions Pty Ltd:**

**Signed on behalf of the Recipient:**

.....  
Signature

.....  
Signature

.....  
Print Full Name

.....  
Print Full Name

**in the presence of:**

**in the presence of:**

.....  
Signature of Witness

.....  
Signature of Witness

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Print Full Name of Witness

.....  
Print Full Name of Witness

Date:

Date: