

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (“Agreement”) made and entered into by and between:

DataMystic Data Correction Services
5 Bond Street
Mt Waverley
Victoria 3149
Australia

and

(hereinafter the “Parties”), shall govern the conditions under which the Parties shall exchange non-public confidential, trade secret, or proprietary information relating to their businesses. “Confidential Information” is defined as: (i) all non-public, confidential or secret processes, plans, formulae, data (including cost and performance data), inventions, machinery, drawings, papers, writings, specifications, manufacturing or design procedures and techniques, methods, technology, know-how, programs, databases, source codes, devices and materials related to the business, products, services or activities (either existing or under development) of the Parties regardless of whether or not any or all of the foregoing are, may or can be patented or copyrighted; (ii) marketing materials and sales collateral, operating processes, selling procedures, pricing information, and sales volumes; (iii) any supplier usages and requirements, and any list of clients, prospects, customers, suppliers or business contacts; (iv) information regarding the Parties’ technical and professional staff, including their qualifications and fields of expertise, or (v) any other information or aspect of or related to any of the trade, business, finances, products, suppliers, technology, staffing or activities of the Parties, which are non-public, confidential, secret or of a proprietary nature. Additional confidential subject matter may be added to the definition of Confidential Information by the written agreement of the Parties.

1. Purpose for disclosure (hereinafter “Purpose”): to evaluate the feasibility of a business arrangement or relationship. Each receiving party agrees (i) to make no other use whatsoever of any Confidential Information of the other party provided hereunder, and (ii) not to disclose the Confidential Information to others (except to such of the receiving party’s employees who

reasonably require access to the Confidential Information for the specific Purpose set forth above, and who are bound, in writing by obligations of confidentiality substantially similar to those set forth in this Agreement).

2. The obligations of Paragraph 1 shall not apply to:
 - a) Information that was in the receiving party's possession at the time of disclosure, and which was obtained free from obligation to any third party;
 - b) Information which is now, or becomes in the future, public knowledge other than through acts or omissions of the receiving party;
 - c) Information that was lawfully obtained from sources free from obligation to any third party; and
 - d) Information that is developed by the receiving party independently, without access to the Confidential Information.

No combination of individual items of Confidential Information shall be deemed not to be confidential, secret, or proprietary and subject to the obligations of Paragraph 1 merely because the individual items are subject to one or more of the above listed exceptions; a combination shall be deemed not to be confidential only if the entire combination itself is subject to one of the above listed exceptions.

3. Upon the disclosing party's written request or at the termination of discussions, the receiving party shall return all Confidential Information in tangible form in its possession, and shall destroy all Confidential Information in machine-readable form in its possession. The receiving party shall certify in a written, executed document that all tangible Confidential Information has been returned, and that all machine-readable Confidential Information has been destroyed.

4. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as establishing any type of commitment or right for either party to make any commitment with, for, or on behalf of the other party.

5. Nothing in this Agreement shall create, imply, or evidence any partnership or joint venture between the Parties, or the relationship between them of principal and agent. The Parties agree that they do not acquire any rights to use, and expressly agree not to use, in advertising, publicity, or other marketing activities, any name, trade name, trademark, or other designation of the other party, except to perform authorized functions.

6. Nothing in this Agreement shall limit either party's independent development and marketing of any products or systems, including products similar to or based on concepts similar to those disclosed under the terms of this Agreement without use of Confidential Information, nor will this Agreement prevent either party from undertaking similar discussions with third parties, including competitors of each party. Each party recognizes that the other party may in the future develop competitive products.

7. Nothing in this Agreement shall restrict the Parties from using any ideas, concepts, know-how, techniques, or information learned or retained by its personnel from sources other than Confidential Information as part of their general skill, knowledge, talent and expertise.

8. THE PARTIES RECOGNIZE THAT ANY BREACH OF THIS AGREEMENT WILL RESULT IN IRREPARABLE INJURY TO THE OTHER PARTY AND THAT MONETARY DAMAGES ALONE WILL BE AN INADEQUATE REMEDY IN SUCH CASE, AND THE RECEIVING PARTY THEREFORE AGREES THAT THE DISCLOSING PARTY MAY, IF IT SO ELECTS, INSTITUTE AND PROSECUTE PROCEEDINGS IN ANY COURT OF COMPETENT JURISDICTION, EITHER IN LAW OR IN EQUITY, TO OBTAIN DAMAGES FOR ANY BREACH OF THIS AGREEMENT, OR TO ENFORCE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT BY THE RECEIVING PARTY, OR TO RESTRAIN OR ENJOIN THE RECEIVING PARTY FROM ALL ACTIVITIES IN VIOLATION OF THIS AGREEMENT. THE DISCLOSING PARTY SHALL BE ENTITLED TO RECOVER ANY AND ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, IN ENFORCING THIS AGREEMENT AND THE PROVISIONS OF THIS SECTION AGAINST THE RECEIVING PARTY.

9. No change in this Agreement shall be effective unless such change is mutually agreed upon, in writing, by both Parties.

10. This Agreement expresses the sole and entire agreement between the Parties and supersedes all prior discussions, representations, and understandings.

11. This Agreement may not be assigned. This Agreement shall continue for the benefit of, and shall be binding upon, the Parties hereto and their respective successors, heirs, and legal representatives.

12. This Agreement shall be deemed executed within, and interpreted in accordance with, the laws of the Victoria, Australia.

13. The obligations of the Parties under the terms of this Agreement shall remain in effect for five (5) years from the Effective Date hereof.

14. Each party warrants to the other party that with respect to each item of Confidential Information disclosed by such party to the other party pursuant to this Agreement, such party shall have all rights, permissions, approvals, and authority necessary for the lawful disclosure of such Confidential Information to the other party and shall otherwise have full authority to enter into and perform its obligations under this Agreement.

Signature: _____

Name: Rick Clarke

Title and Company: Manager, DataMystic Data Correction Services

Signature: _____

Name: _____

Title and Company: _____

Effective Date: _____