

CONFIDENTIAL DISCLOSURE AGREEMENT

Australia (hereinafter referred to as "the DISCLOSER") represents that he / she has certain information relating to,

and

Sun Nickerson

of

TechniCraft (ABN: 27 907 833 426)

(herein after referred to as "the RECIPIENT") desires to receive such Information for the purpose of determining whether or not the RECIPIENT wishes to enter into negotiations with respect to such information.

The DISCLOSER is willing to disclose such Information to the RECIPIENT only for the above purposes and subject to the RECIPIENT's acceptance of the following conditions.

1. In this Agreement "Information" includes technical, engineering, operating, economic, written or other information:
 - (I) which the DISCLOSER has provided for, or communicated to, or may hereafter provide for or communicate to the RECIPIENT, whether in writing, in the form of drawings, patterns or models (that is to say "in permanently recorded form"), orally or visually, or by demonstration or in some other manner, whether in permanently recorded form or not; and
 - (II) which the RECIPIENT has obtained from the DISCLOSER by observation or, without limiting the generality of the foregoing, in any other manner.
2. The Recipient shall treat all Information received directly or indirectly from the DISCLOSER as confidential and shall not use any such Information in any way other than for the specific purpose aforesaid.
3. The RECIPIENT shall not disclose any of such Information to any other related or unrelated party whatsoever.
4. The obligations under paragraphs 2 and 3 shall not extend to any such Information which is in the public domain, or which hereafter becomes part of the public domain otherwise than as a result of any unauthorised activity or omission of the RECIPIENT, or which is already in the possession of the RECIPIENT and is not subject to obligations of secrecy and was not obtained from the DISCLOSER. The RECIPIENT shall bear the onus of showing its entitlement to any exemption under this paragraph.
5. The RECIPIENT shall, on the written request of the DISCLOSER, return all Information which is in permanently recorded form including all copies made thereof.
6. The obligations set forth in paragraphs 2, 3, 4 and 5 shall terminate at the expiration of _____ years from the date hereof or upon the expiration or termination of any subsequent agreement between the DISCLOSER and the RECIPIENT signed prior to the aforesaid expiration date, relating in whole or in part to the Information, whichever event occurs last.
7. The Recipient shall obtain no right of any kind to, including any right to use, such Information except for the specific purpose stated in this Agreement.

DISCLOSER Signature: _____

Dated: _____

The RECIPIENT hereby accepts the above conditions as binding on it in respect of the Information referred to.

RECIPIENT Signature: _____

Dated: _____