MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated _____ and made

BETWEEN

    (1) _____**,** ABN #_____

_____
_____
Phone_____
("Name of company", "registration number", "Address')

And

    (2) **NIKO Computers Pty Ltd**, ABN # 35790556154

9 Macdhui Avenue, Eltham North,
Melbourne 3095, Victoria, Australia
Phone: +61 1300 645 648
("Name of company", "registration number", "Address')

each one called "a/the Party" and together called "the Parties".

WHEREAS

    A. The Parties possess certain Proprietary Information which they are willing to disclose to each other on the terms set out below

    B. The Parties are willing to accept each other's Proprietary Information on those terms and to use the Proprietary Information only for the purpose of solution review concerning secure voice communication on fixed-line, mobile, and satellite networks ("the Permitted Purpose").

NOW IT IS AGREED AS FOLLOWS

1. "Confidential Information" means any and all information whether commercial or technical relating to the business of a Party, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as "Confidential" or "Proprietary", but excluding information which:

    1.1. is or comes into the public domain otherwise than by disclosure or default by a receiving Party;

    1.2. was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or

    1.3. was already known to the receiving Party as evidenced by a written record predating such disclosure.

2. In consideration of a Party disclosing Proprietary Information, the receiving Party hereby undertakes for a period of 5 [five] years from the date of this Agreement:

   2.1 to keep confidential all Proprietary Information that it may acquire in any manner;
   2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the receiving Party's own purposes or benefit;
   2.3 not to disclose such Proprietary Information to anybody, except to authorized employees or other agents of the receiving Party who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose;
   2.4 to inform everybody to whom it discloses Proprietary Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;
   2.5 to keep safe any drawings, documents, samples, or materials provided on loan by the disclosing Party, not to reproduce, part with possession of, modify, or otherwise interfere with such items, and to return them immediately upon the disclosing Party's request and in any event spontaneously when no longer required for the purposes of this Agreement;
   2.6 to notify the disclosing party immediately upon becoming aware of any breach of confidence by anybody to whom the receiving Party has disclosed the Information and give all necessary assistance in connection with any steps which the disclosing Party may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

3. Nothing in this Agreement shall be deemed to grant to the receiving Party a license expressly or by implication under any patent, copyright, or other intellectual property right. The receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information received are the exclusive property of disclosing Party. The receiving Party will not apply for or obtain any intellectual property protection in respect of the Proprietary Information received. All intellectual property rights relating to any drawings, documents, and work carried out by the receiving Party (whether past, present or future) using the Proprietary Information received will belong to and will vest in the disclosing Party. The receiving Party will do all such things and execute all documents necessary to enable the disclosing Party to obtain, defend or enforce its rights in such drawings, documents, and work.

4. This Agreement is governed by and will be construed in accordance with Australian law and is subject to the non-exclusive jurisdiction of the Australian Courts.

For and on_____

Signed: _____

Name: _____

Position: _____

For and on behalf of Niko Computers Pty Ltd

Signed: _____

Name: _____

Position: _____