**CONFIDENTIALITY AGREEMENT**

**BETWEEN:**

**Practice Innovators International Pty. Ltd., (**“**Company**”); a company incorporated in Australia with Company Number **618 229 673**, whose registered office is at **Practice Innovators International Pty. Ltd., Level 2, 100 Havelock Street, West Perth, WA 6005**

and

You, a member of acompany incorporated in Australia (“**Recipient**”).

(each a “**Party**” and together the “**Parties**”)

**YOU AGREED THAT:**

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings unless the context otherwise requires: -

**“Practice Innovators International Pty. Ltd.”** means any direct or indirect subsidiary of Practice Innovators International Pty. Ltd.;

**“Confidential Information”** means any information or materials (whether recorded or not and, if recorded, in whatever form and whatever media and by whomsoever recorded) disclosed to or otherwise obtained by one Party (the “**Recipient**”) by or on behalf of, or relating to, the other Party or its affiliates (the “**Disclosing Party**”) in connection with the Purpose which is treated by the Disclosing Party as being confidential or which may reasonably be regarded as the confidential information of the Disclosing Party, including without limitation:

(i) information relating to all or any part of the products, business, services, financial affairs, property, assets, activities, management, administration, suppliers, customers or clients of the Disclosing Party or any of its affiliates, including but not limited to all marketing and product plans, ideas, concepts, business plans, strategies, financial condition information, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, developments, applications, engineering or manufacturing data, software code (object and source), functionality, security procedures and approaches, customer and supplier names and information, experimental work, distribution arrangements, price lists, pricing arrangements and margins, trade secrets, know-how and/or ideas;

(ii) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

(iii) any information or analysis derived from Confidential Information,

but not including information that (a) is or becomes publicly available through no act or omission by the Receiving Party; (b) was already in the Receiving Party’s possession without restriction before receipt from the Disclosing Party and was not subject to a duty of confidentiality; (c) is rightfully disclosed to the Receiving Party by a third party without confidentiality restrictions; or (d) that the Receiving Party independently developed without use of or reference to Confidential Information; and

**“Purpose”** means (as applicable) the exploration and evaluation by the Parties of a potential business relationship between the Parties (including the request and provision of quotations); and/or the conduct of a tender process by Practice Innovators International Pty. Ltd. and/or any member of the Practice Innovators International Pty. Ltd. subsidiaries and the participation in such tender process by the Company; the negotiation of an agreement between the parties and/or any of their respective affiliates; and the provision of goods and/or services to Practice Innovators International Pty. Ltd. and/or the Practice Innovators International Pty. Ltd. Advertising LTD subsidiaries from time to time (as relevant).

**2. CONFIDENTIAL INFORMATION**

2.1 The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall:

(a) not use or exploit such Confidential Information in any way except for the Purpose and not use such Confidential Information for its own benefit or any other purpose;

(b) not disclose or make available such Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;

(c) not copy, reduce to writing or otherwise record such Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);

(d) not disclose or permit disclosure of any such Confidential Information to any person or entity except to employees, consultants or agents who have a need to know (and only to the extent that each has a need to know) in order to carry out the Purpose and in each case, are made aware that all information must be kept confidential and are obligated accordingly;

(e) establish and maintain adequate security measures to safeguard such Confidential Information from unauthorised access or use and apply the same security measures and degree of care to such Confidential Information as the Recipient applies to its own confidential information, but in no event less than a reasonable standard of care; and

(f) not modify, reverse engineer, decompile or disassemble such Confidential Information or export (directly or indirectly) any such Confidential Information to any country where this would require an export licence or other governmental approval.

2.2 The Recipient may disclose the Disclosing Party’s Confidential Information to the extent that such disclosure is required by applicable law or a court order or order from a governmental or other competent authority, provided that the Recipient (a) gives the Disclosing Party written notice of such requirement such that the Disclosing Party can seek a protective order or other appropriate remedy; and (b) discloses only that information which the Recipient is required to disclose by law or the order.

2.3 Nothing in this Agreement is intended to grant (a) any rights under any patent, copyright, trade mark, design right or other intellectual property right, or (b) any rights in or to Confidential Information, except the limited right to review and use Confidential Information in connection with the Purpose.

2.4 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information or the accuracy or completeness of the Confidential Information.

2.5 Nothing in this Agreement shall obligate a Party to disclose any Confidential Information or to enter into any further agreements in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates or otherwise deliver or purchase any goods or services.

**3. DATA PROTECTION**

3.1 Each Party shall comply at all times with the Data Protection Act 1998 (as amended from time to time), whether or not applicable in the relevant territory, and any other legislation designed to implement EU Data Protection Directive 95/46 where relevant and applicable, in relation to any personal data, including maintaining any notifications and obtaining all consents where required.

3.2 In respect of any personal data for which Practice Innovators International Pty. Ltd. is data controller, Company agrees that it shall process such data only in accordance with Practice Innovators International Pty. Ltd.’s instructions and that it will take all appropriate

technical and organizational measures to keep the personal data the Company holds secure and free from unauthorised access or unlawful processing. Without prejudice to the foregoing, the Company agrees not to transfer personal data outside the European Economic Area without Practice Innovators International Pty. Ltd. prior written consent.

**4. RETURN OF INFORMATION**

The Parties agree that the Confidential Information revealed to the Recipient remains the exclusive property of the Disclosing Party. The Recipient shall return the Disclosing Party’s Confidential Information and all copies, notes and records of such Confidential Information to the Disclosing Party and erase and destroy (or render permanently inaccessible in the normal course of its business) such Confidential Information from any computer or other device within the control of the Recipient immediately upon request and confirm to the Disclosing Party in writing that the Recipient has complied with this clause 4 in its entirety.

**5. EQUITABLE RELIEF**

The Parties agree that it may be impossible or inadequate to measure and calculate the damages from any breach of the provisions of this Agreement. Accordingly, without prejudice to any other rights or remedies it may have, the affected Party will have available the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement.

**6. TERM**

This Agreement is intended to cover Confidential Information disclosed by each Party before and after the date hereof. The obligations hereunder shall survive termination of this Agreement and the Purpose and shall continue for a period of ten (10) years from the date on which Confidential Information is last disclosed hereunder.

**7. ADVERTISING**

No Party shall make or permit or authorise the making of any public announcement or reference to this Agreement, the Purpose or its prospective interest in the Purpose or to the other Party, without the prior written consent of the other Party (which may be withheld in such other Party’s absolute discretion). No Party shall make use of the other Party’s name or any information acquired through its dealings with the other Party for publicity or marketing purposes in any medium (including without limitation any websites, leaflets, brochures, publications, journals, newspapers or in any radio or television broadcast) without the prior written consent of the other Party (which may be withheld in such other Party’s absolute discretion).

**8. GOVERNING LAW AND JURISDICTION**

The validity, interpretation and effect of this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of Australia and the Parties agree to submit to the exclusive jurisdiction of the English Courts as regards any claim, dispute or matter arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**10. GENERAL PROVISIONS**

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or formal business organisation of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal to or perform a contract or to enter into a contract with the other Party. If any provision in this Agreement is deemed illegal, invalid or unenforceable by law, then such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of the Agreement will continue in full force and effect. Neither Party shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other Party. This Agreement will be binding upon the successors and/or assigns of the Parties. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all previous drafts, agreements, arrangements and understandings between the Parties (whether written or oral) relating to its subject matter. Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. Any amendment or modification of this Agreement shall be in writing and executed by a duly authorised representative of the Parties. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.