

I ..... Of ....., acknowledge and agree with Thomas Murrell and 8M Media and Communications (ABN 68 082 348 721) of Western Australia (“Company”) as follows:-

- 1 During the course of my attending the “High Viz for Small Biz” Mastermind Group with the Company I will acquire knowledge of the confidential information defined in clause 3 of this agreement relating directly or indirectly to the Company and the business conducted by the Company (“Business”).
- 2 I agree with the Company as follows:
  - (a) that the Confidential Information whether oral or written, disclosed or made available to me in connection with the Business will be treated as confidential and will not be disclosed or made available by me directly or indirectly to any third party nor used for any purpose;
  - (b) to take all reasonable steps to preserve the confidentiality of the Confidential Information;
  - (c) that the Confidential Information is and will remain the exclusive property of the Company;
  - (d) that nothing in this Agreement grants to me expressly or by implication any proprietary or other right to the Confidential Information;
  - (e) that I will not at any time disclose, reveal, or copy, directly or indirectly for my own benefit, for the benefit of others, or for any other reason, the Confidential Information; and
  - (f) that I will not write, edit, or publish, or cause to be written, edited, or published, any paper, article, journal, speech, or other medium of communication, concerning any part or aspect of the Confidential Information.
- 3 In this Agreement “Confidential Information” means in addition to its natural and ordinary meaning all details supplied to, known by, or ascertained by, me as to:
  - (a) the personnel employed by, professional and other advisers of, bankers and financiers of, lenders to, borrowers from, and debtors, creditors, suppliers, customers, agents, and associates of, the Company;
  - (b) the business affairs, accounts, budgets, taxation and other returns, books of account, extracts of accounts, reports, advices whether or not by letter, records of every kind, valuations, plans, proposals, minutes, records of meetings, conversations, discussions, and consultations, whether written or recorded by electronic means, and correspondence sent and received, of the Company whether original or copied;
  - (c) the methods of operation of the Business, and the methods of operation of supply, ordering, employing, measuring, testing, product storage, preparation, and handling, used in the Business;

- (d) the inventions, formulae, processes, products, equipment, devices, and materials, directly or indirectly used or useful in or in connection with the Business;
- (e) the premises of the Business and the design, construction, lay-out, and use of the premises;
- (f) the copyrights, trademarks, trade names, trade secrets, and business names, of the Business;
- (g) information concerning products, services, research work, and proposed developments, whether or not supplied by customers of the Business;
- (h) the technical, engineering, and specialised scientific, information relating to the products and services of the Business or supplied by customers of the Business; and
- (i) any other matter or thing touching the affairs of the Business or the Company;

but the Confidential Information does not include any thing in the public domain unless by reason of my default under this Agreement.

- 4 This Agreement is binding upon and will enure to the benefit of the parties and their respective executors, administrators, personal representatives, successors, and assigns.
- 5 Each one of the terms and conditions of this Agreement is separate and severable from the others and if any one or more are determined to be invalid or unenforceable by a Court, the determination and the consequential severance will not invalidate the rest of the Agreement which will remain in full force.
- 6 A waiver of a provision of this Agreement or a consent to a departure from its terms will not be effective unless it is in writing and will be limited to the specific instance and the purpose for which it is given.
- 7 A default or delay in exercising a right, power, or privilege, will not operate as a waiver of that or any other right and a single or partial exercise will not preclude a further exercise of that right or the exercise of any other right, power, or privilege.

EXECUTED as a Deed on

2006.

Signed by \_\_\_\_\_ in \_\_\_\_\_ )  
the presence of: \_\_\_\_\_ )

Witness:

Address:

Occupation:

.....

**AND**

**8M Media & Communications  
Thomas Murrell**

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**CONFIDENTIALITY AGREEMENT**

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