

PARTIES

This Agreement is made by and between:

ANCHOR MARINE SERVICES PTY LTD of Unit 9/3 Benjamin Way Rockingham, Western Australia 6168 (hereinafter known as "AMS")

and

_____ (hereinafter known as "the Supplier")

BACKGROUND

- A. AMS has entered into discussions with the Supplier for the Supplier to potentially provide equipment and or services relating to the _____ ("Project").
- B. As part of those discussions, AMS intends to discuss with a third party Supplier Confidential information.
- C. AMS requires that the Supplier maintain the confidentiality of all Confidential Information.

AGREEMENT

By entering into discussions, AMS may grant access to documents supplied by _____ ("Client"), which include but not limited to; project documents, records, procedures and manuals. The Supplier undertakes the following in favour of AMS and by extension the Client.

- 1) It will treat as confidential all information disclosed or made known to them by AMS, or acquired or developed during the course of or for the purpose of this Agreement ("Confidential Information") excluding the information related to the Supplier's personnel, processes, materials and equipment.
- 2) Without limiting the above, it acknowledges and confirms that Confidential Information means any information not deliberately published to public at large which relates in any way to the business operations of AMS and the Client, including (but not limited to) its project documents.
- 3) "Confidential Record" shall mean any format, design, document, manual or any other material adopted or used by AMS or the Client containing Confidential Information. For the purpose of this Agreement, Confidential Information shall include Confidential Record.
- 4) Supplier shall:
 - a) Preserve and cause its employees to preserve the secrecy of any Confidential Information; and,
 - b) Not for the purpose other than the performance of reviewing the confidential information:
 - i) Disclose to any third party; or
 - ii) Reproduce, copy or use or disclose to, place at the disposal of or use on behalf of any third party to peruse, copy or use any Confidential information, except with the prior written consent of AMS, this will form part of the Project documentation.
 - c) **The Supplier shall ensure that if under the terms of this declaration any of the Confidential Information comes to the knowledge and/or in the possession of any Other Parties, the Other Parties shall also be bound by the stipulations contained in this Agreement.**



Confidentiality Agreement

5) The undertaking in clause 4 above shall continue in so far and for so long as the Confidential Information in question has not:

- a) Become part of public knowledge or literature:
- b) Been disclosed to the Supplier by a third party, whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

In any event, the term of restriction of clause 5, shall be limited to 5 years from the date of this Agreement.

6) The copyright in any Confidential Document, in absence of any express provision to the contrary therein, be invested in the Client.

7) AMS makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder, and the Supplier expressly acknowledges the potential inherent risk in the information provided.

8) This Agreement shall be construed and governed by the laws of the State of Western Australia.

EXECUTION

AGREED TO AND SIGNED ON _____ DAY OF _____ BY THE

PARTIES;

SIGNED ON BEHALF OF THE SUPPLIER:

NAME (PRINT):

POSITION:

DATE:

WITNESS (SIGN):

WITNESS (PRINT):

SIGNED ON BEHALF OF AMS:

NAME:

POSITION:

DATE:

WITNESS (SIGN):

WITNESS (PRINT):