

MUTUAL NONDISCLOSURE AGREEMENT

During the course of discussions between **Clarkson ITT Pty Limited** and relating to and for the purpose of discussions regarding a possible business relationship between the parties and thereafter during any engagement for professional services, each party may disclose to the other information it considers proprietary and confidential which has been identified in writing as confidential ("Commercial Confidence"). As used herein, the party disclosing Commercial Confidence is the "Disclosing Party" and the party receiving the Commercial Confidence is the "Recipient". In connection therewith, the parties agree as follows:

1. Commercial Confidence of the Disclosing Party may be used by the Recipient only in connection with the purpose identified above.
2. The Recipient will not, at any time, use the Commercial Confidence of the Disclosing Party in any fashion, form, or manner, except in furtherance of the purpose described above.
3. Each party will protect the confidentiality of the other's Commercial Confidence in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind. Access to the Commercial Confidence shall be restricted to those of each party's personnel engaged in a use permitted hereby.
4. Commercial Confidence disclosed hereunder shall at all times remain, as between the parties, the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Commercial Confidence hereunder.
5. Commercial Confidence of the Disclosing Party may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent.
6. All Commercial Confidence made available hereunder, including copies thereof, shall be returned to the Disclosing Party upon the first to occur of (a) completion of the purpose referred to above or (b) request by the Disclosing Party.
7. Nothing in this Agreement shall prohibit or limit either party's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which was not, to the Recipient's knowledge, under an obligation to the Disclosing Party not to disclose such information, or (iv) which is or becomes publicly available through no breach by the Recipient of this Agreement.
8. In the event either party receives a subpoena or other validly issued administrative or judicial process demanding Commercial Confidence of the other party, the Recipient shall promptly notify the Disclosing Party and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, the Recipient shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the party to whom the defense has been tendered, the Recipient shall cooperate (at the expense of the requesting party) in the defense of a demand.

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9. Subject only to its confidentiality and non-disclosure obligations as set forth in this Agreement, each party's right to develop, use, and market products and services similar to or competitive with the Commercial Confidence of the other party shall remain unimpaired. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Commercial Confidence.
10. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party.
11. This Agreement shall become effective as of the date Commercial Confidence is first made available to the other hereunder.

Agreed and Accepted:

By: _____

[Signature]

[Printed name]

[Title]

[Date]

Agreed and Accepted:

Clarkson ITT Pty Limited

By: _____

[Signature]

James Clarkson

Director

[Date]