

OZ-LINK.COM.AU

PROPRIETARY NON-DISCLOSURE AGREEMENT

TERMS AND CONDITIONS

This Proprietary Non Disclosure Agreement is made this ____ day of _____ in the year 200_ by and between OZ-LINK.COM.AU of the above address email:info@oz-link.com.au hereinafter referred to as **OZ**, and The Recipient described in the schedule hereto ("The Recipient").

In order to continue their mutual agreement to discuss a possible purchase of the business listed on www.oz-link.com.au, the commercial arrangement between The Recipient and **OZ** or nominees thereof **OZ** shall provide The Recipient with copies of or access to confidential material, documents, strategies and information relating to the business and affairs, The Recipient shall read, consider and assess as part of their commercial assessment of the opportunity which may exist to purchase the business introduced through **OZ** (or its nominees or subsidiaries or associates) and The Recipient.

Therefore The Recipient therefore warrants, represents, covenants and agrees with **OZ** as follows:

- **Utilization: The Recipient** hereby agrees NOT to utilize the aforementioned confidential material or information which may be given to them pursuant to or in furtherance of this agreement for their own, and/or their partners, associates, contacts, connections, or third party commercial benefit without the expressed written authorization of the other parties as the case may be.
- **Nondisclosure:** The Recipient agrees to keep strictly confidential all Proprietary Material and Information and will not, without the express written authorization of **OZ** use, sell, market, or disclose any Proprietary Material and/or Information to any third person, firm, corporation, organization or association for any purpose. The Recipient further agrees not to make any copies, lend, view or review by any third party, individual, company or organization of any confidential Information except with prior written authorization of **OZ**.
- **Third Party Nondisclosure And Noncircumvention:** In the course of executing an advertising business opportunity offered by **OZ** and dated ____ day of _____, 200_ for the proposed offer, the recipient is hereby authorised and permitted to disclose , Proprietary Material and/or Information belonging to the other parties provided however that should the recipient seek to disclose the details of the offer for any other purpose it must obtain from such third parties **Nondisclosure Protection** by having such third parties formal complete and sign confidentiality and non circumvention covenants prior to the release of such information to any third party. .
- **Definition Of Proprietary Information:** Proprietary information as used throughout this Agreement means any confidential information relating directly to the potential business purchase introduced by **OZ** and that of **OZ's** affiliated organizations, companies, subsidiaries and individuals, including but not limited to: documentation, file notes, memoranda, instructions, telephone records, details of the business for sale offer and all other material supplied directly or indirectly by one party to any other under or in furtherance of this agreement.
- **Return Of Material:** Upon receipt of a written request by any party to this agreement to the other parties, the other parties will return to that party all copies or samples of Proprietary Information relating to the sale of business that, at the time of receipt of the notice, are in possession of the other parties.
- **Intellectual Property:** The following provisions will apply with respect to copyright works, applications for trademarks and service marks, applications for patents, patents, ideas, (collectively, "Intellectual property")

- **Equitable Relief:** The parties hereby acknowledges and agrees that a breach of the provisions hereunder would cause the parties to suffer damage that could not be adequately remedied by an action of law. Accordingly the parties agree that each party to this agreement in the event of breach by one or more parties shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all the rights and remedies that are available to the parties and each of them jointly and severally at law, in equity, or otherwise.
- **Invalidity And Waiver:** In the event of the invalidity of any part or provision of this Agreement, such invalidity shall not affect the enforceability of any other part or provision of this Agreement. No waiver by any party hereto of any default in the performance of or compliance with any provision herein shall be deemed to be a waiver of the performance and compliance as to any other provision, or as to such provision in the future. Nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. No remedy expressly granted herein to any party shall be deemed to exclude any other remedy, which would otherwise be available.
- **Notices:** Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and in English and shall be deemed to have been duly given (a) if delivered personally to the party concerned or their authorized representative, when received, (b) if transmitted by facsimile, upon receipt of a transmittal confirmation, (c) if transmitted by computer generated electronic mail "E-mail" and not returned as undeliverable, (d) by registered mail or documented courier service, and not returned as undeliverable.
- **Scope Of Agreement:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all prior understandings and agreements between the parties with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **Amendments And Changes:** This Agreement may be amended only by mutual acceptance of the parties hereto as first mentioned above, and whose signatures appear below, by written instrument duly signed by all parties hereto.
- **Relationship Of Parties:** Neither party has any obligations under this Agreement to purchase any service or items from the other party, such Agreements, if any, are to be the subject of separate Agreements and Contracts. This Agreement does not create any agency, partnership or joint venture of any kind between the parties hereto.
- **Third Parties:** Nothing herein express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto, any interests, rights, remedies or other benefits with respect to or in connection with this agreement or any provision contained herein or contemplated hereby.
- **Term And Form Of Completion:** The term of this Agreement/Contract shall extend for two years after any and all business activities and/or relationship of any kind between the two parties hereto has ceased.
- **Assignment:** This Agreement/Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- **Copies:** Facsimile signed and exchanged versions of this Agreement are legally binding upon the parties hereto, whether later replaced with face-to-face signed original copies or not.

This Agreement is entered into willingly by the parties hereto without threat or coercion and is interpreted in accordance with the laws of The State of Queensland.



P.O.Box 464. Biggera Waters, Queensland 4216 Australia Phone:61 7 5564 0002

Schedule

Name of the Prospective Buyer [Recipient] _____

Address: _____

Phone: _____ **FAX:** _____ **Mobile:** _____ **email:** _____

Business ID Number: _____ **Price Advertised:** _____ **State** _____

Signed By [The Recipient.]

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Please sign and return to: P.O.Box 464 Biggera Waters, Queensland 4216, Australia