

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement"),
Is made this _____ day of _____, _____.

BETWEEN **Independent Service Providers Pty Ltd (ABN: 28 096 599 352)**, and

(ABN: _____),
Hereinafter referred to as "**the Parties.**"

WHEREAS, the Parties are considering pursuing a possible transaction; and,

WHEREAS, to evaluate this transaction, each of the Parties may be required to disclose certain confidential and proprietary information to other Parties; and,

WHEREAS, each of the Parties is willing to make such disclosure only if the other Parties agree to the confidentiality and nondisclosure obligations stated here;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

DEFINITIONS.

Confidential Information. "Confidential Information" means all information or property which is disclosed or given by one of the Parties to any of the other Parties in writing and marked "Confidential", or which is disclosed orally and indicated prior to disclosure to be considered confidential and subsequently confirmed in writing to be so, specifically including but not limited to financial information and financial statements.

Disclosing Party. "Disclosing Party" means the party disclosing or providing Confidential Information.

Receiving Party. "Receiving Party" means the party to which Confidential Information has been disclosed or given.

CONFIDENTIALITY OBLIGATION. Receiving Party shall keep all Confidential Information strictly confidential. Except as permitted hereunder or with Disclosing Party's prior written consent, Receiving Party agrees not to disclose Confidential Information to any third party or to use Confidential Information for its own benefit or for the benefit (financial or otherwise) of any third party. Receiving Party shall take all measures necessary to keep the Confidential Information confidential, and in no instance shall do so by means less effective than the measures taken to protect its own confidential information. None of the Parties shall disclose the possibility of a transaction between or among them or any of the discussions or negotiations relating to such possible transaction, without the prior written consent of the other Parties. Receiving Party shall only use the Confidential Information for, and in the course of, its evaluation of Disclosing Party's business and operations for purposes of deciding whether to pursue the transaction.

SCOPE. All parents, subsidiaries, affiliates, employees, officers, directors, owners, agents, heirs, successors, representatives, and assigns of Receiving Party are bound by the obligations of this Agreement, and Receiving Party shall use its best efforts to prevent all such persons and entities from violating the obligations of this Agreement. Receiving Party's obligations under this Agreement are continuing and will survive termination of negotiations with Providing Party.

OWNERSHIP. All Confidential Information will be and remain the sole property of the Disclosing Party. Receiving Party agrees to return all material which contains Confidential Information and to destroy all other material (including, without limitation, any notes or memoranda) which Receiving Party has in its possession or under its control which contains Confidential Information upon Disclosing Party's request, or upon the termination of negotiations among the Parties concerning the possible transaction, whichever comes first.

NO REPRESENTATION OR WARRANTY. All Confidential Information is provided "as is" with no representation or warranty by Providing Party of any kind, either express or implied, and in no event shall Providing Party be liable for any damages Including but not limited to incidental or consequential damages) arising from or related to the use to Confidential Information. The only representations or warranties will be contained in a definitive written agreement for the transaction, should such a transaction go forward.

INJUNCTIVE RELIEF. Providing Party is entitled to injunctive relief to enforce Receiving Party's compliance with the obligations of this Agreement, it being understood and agreed that Providing Party will not have an adequate remedy at law if such obligations are not complied with.

GENERAL PROVISIONS. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof as of the date hereof, and supersedes any and all prior understandings, representations, proposals, and discussions among the parties concerning the subject matter hereof. This Agreement will be governed by and construed under the laws of the State of New South Wales.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

Signature: _____
Name: _____

Signature: _____
Name: _____

Company: _____

Company: _____

Position: _____

Position: _____

Date: _____

Date: _____

WITNESSED By:

WITNESSED By:

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

