



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____.

TO:

PROVINCIAL HOME LOANS PTY LTD ACN 059 654 394

OF:

PO BOX 9, Point Lonsdale, Victoria, Australia 3225 (the Information Provider)

FROM:

(name)

OF:

(address)

BACKGROUND:

To enable the Interested Party to assess the possibility of becoming a licensee with the Information Provider to originate residential mortgage loans, the Information Provider is prepared to disclose or arrange the disclosure of certain Confidential Information to the Interested Party on the terms and conditions contained in this Agreement.

OPERATIVE PROVISIONS:

1. In this Agreement Confidential Information means all financial, technical, operational, commercial, staff, management and other information, including without limitation opinions, expertise, projections and forecasts, of whatever kind whether in written or oral form which is either directly or indirectly disclosed to or acquired by the Interested Party.
2. In consideration of the Information Provider making available Confidential Information, the Interested Party undertakes to the Information Provider that, subject to clause 3, the Interested Party will not without the prior written consent of the Information Provider:
 - a. copy, reproduce, distribute or disclose any Confidential Information to any person, corporation or other entity other than as permitted in clause 4 including employee's of the Interested Party;
 - b. use any Confidential Information for any purpose other than is necessary to consider and evaluate the possibility of becoming a licensee with the Information Provider to originate residential mortgage loans;
 - c. reveal to any person, corporation or other entity the existence of the subject matter in this Agreement.
3. The restrictions on use and disclosure set out in clause 2 will not apply to any information which:
 - a. at the date of its disclosure to the Interested Party is public knowledge or which has subsequently become public knowledge other than by any act or failure to act on the part of the Interested Party;



- b. is required to be disclosed by law of order of a court of competent jurisdiction or recognised stock exchange or government department or agency provided that prior to such disclosure the Interested Party consults with the Information Provider as to the proposed form, nature and purpose of the disclosure.
4. The Interested Party further undertakes to the Information Provider:
- a. use the Confidential Information solely for the purpose referred to in clause 2(b) and will not hold such Confidential Information subject to the terms of this Agreement;
 - b. to safeguard the confidentiality of the Confidential Information and properly, adequately and securely store all documents, materials and data containing or alluding to any Confidential Information;
 - c. to return to the Information Provider, upon request, all the Confidential Information received from the Information Provider, its subsidiaries, agents or representatives without retaining any copies, abstracts or reproductions of the Confidential Information. In addition, upon request of the Information Provider, the Interested Party will destroy or procure the destruction of any documents or data prepared by the Information Provider or the Interested Party which contains or is based on Confidential Information and, if requested by the Information Provider, provide written confirmation that the obligations contained in this clause 4(c) have been complied with in full.
5. Apart from the limited rights contained in this Agreement, the Interested Party acknowledges that he shall not be entitled to any right or licence in respect of the Confidential Information or derive directly or indirectly from the possession or use of the Confidential Information any right, title or interest in the Confidential Information.
6. The Interested Party's obligations of confidentiality will survive the finalisation or discontinuance of his consideration of the transaction the subject of this Agreement.
7. Any breach of this Confidentiality Agreement by the Interested Party or it's employee's in any way whatsoever may result in grounds for prosecution by the full extent provided under State and Federal Laws.

Executed as an Agreement.

SIGNED by the Interested Party:

Signature of the Interested Party in the presence of:

Signature of Witness

Print full name and address of Witness