



Supplier Qualification System (SQS)

PARTIES

The parties to this Confidentiality Agreement are

Logistics Consulting Pty Ltd (71 089 159 231), of Suite 9, 427 Gympie Road Strathpine. QLD. 4500 Australia ("Licensor") and

all of the following (together, "You") ("Licensee"): the person who uses the Supplier Qualification System (SQS); that person's employer if the use is carried out in the course of the person's employment; and the Principal Organisation, if any.

AGREED

1. CONFIDENTIALITY

Proprietary Rights

1.1 The Licensee will obtain no proprietary rights of any kind to information disclosed to it whilst using the SQS.

Restrictions on Disclosure and Use of SQS Systems Information

1.2 Whilst using the SQS the Licensee shall receive SQS systems information in the strictest confidence and in good faith, and shall not (except as expressly provided by this agreement) without the prior written consent of the Licensor use this Information, or any knowledge which the Licensee may acquire as a result of receiving the Information, in any way which is in furtherance of competition with the Licensor, or otherwise directly or indirectly detrimental to the interests of the Licensor, or for any purpose other than to facilitate the negotiations of purchasing a license.

1.3 The Licensee shall, at its own cost and expense, take all reasonable steps to prevent any unauthorised use or disclosure of SQS Systems Information by any person to whom it is disclosed by or on behalf of the Licensee.

Copies or Reproductions

1.4 The Licensee shall not copy, record, transmit by facsimile, email, telex or reproduce the SQS Systems Information in any way (electronic or otherwise) without the prior written consent of the Licensor.

Mandatory disclosure

1.5 In the event that the Licensee is required by law or court order or requested by regulatory authority having jurisdiction over the Licensee to disclose the SQS Systems Information, such disclosure may be made only after the Licensee has:

- (a) Notified the Licensor of the disclosure, if the Licensee is permitted to do so, and;
- (b) Used all reasonable endeavours to obtain an assurance that the SQS Systems Information disclosed will be treated confidentially.

The provisions of this clause shall not affect the right of the Licensor to institute proceedings against the Licensee for any pre-existing breach of this Agreement by the Licensee.

Return of SQS Information

1.6 The Licensor may demand the return of the SQS Information at any time upon giving written notice to the Licensee. Within seven days of receipt of such notice, the Licensee shall return all of the original Information and shall destroy all copies, records and reproductions (written, electronic, photographic or otherwise) in its possession.

Term

1.7 The Licensee's obligations of confidentiality and non-use under this agreement shall terminate 2 years after the date this Confidentiality Agreement was agreed upon by the Licensee.

2. MISCELLANEOUS PROVISIONS**Indemnity**

2.1 The Licensee agrees to indemnify the Licensor its officers and employees from and against any direct liability, loss or damage arising out of the breach of any of the terms of this agreement or an Act by the Licensee.

Governing Law

2.2 This agreement is governed by the laws of Australia in the state of Queensland and the parties submit to the exclusive jurisdiction of the Queensland courts in respect of all matters relating to this agreement.

No waiver

2.3 No failure or delay by the Licensor in the exercise of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Severability

2.4 The invalidity or unenforceability of any of the provision of this agreement shall not affect the validity or enforceability of any other provision.

Amendments

2.5 No amendments, changes or modifications to this agreement shall be valid except if the same are in writing and signed by a duly authorised representative of each of the parties hereto.

Assignment

2.6 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that neither party shall have the right to transfer or assign its interests in this Agreement, in whole or in part, without the prior written consent of the other party.



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