**CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT**

AGREEMENT signed on the by:

**THE OXBRIDGE GROUP**

(referred to herein as 'OXBRIDGE') by:

(referred to herein as “CLIENT")

**BACKGROUND**

The parties will have open discussions in relation to different Projects;

1. In the course of those discussions OXBRIDGE will disclose Confidential Information to CLIENT;
2. All confidential Information has a unique value to OXBRIDGE and may be the basis of Intellectual Property;
3. OXBRIDGE will be prejudiced by any unauthorised use or disclosure of the Confidential Information, may be precluded from being granted contracts and governmental approvals and may suffer financial loss as a result of unauthorised disclosure or unauthorised use of the Confidential Information;
4. Confidential Information means all information disclosed by the OXBRIDGE in relation to the execution of the project including location, design, facts, data, ideas, manner, method or process of manufacture, method or principle of construction, techniques, products, processes, names of contacts, know how, routines, trade secrets, technology methods, CAD design works in respect to which copyright subsists and other knowledge;
5. Confidential Information means all information disclosed to CLIENT by OXBRIDGE in any other document, Agreement and Contracts, alike;

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1. CLIENT is specifically not allowed to at any time contact (directly or indirectly) any mentioned nominee and/or nominated party (and/or its agent or associate) referenced to within any document referred to in Item 6 above, without the written consent of OXBRIDGE;
2. This Confidentiality Agreement is a stand-alone document and is not subject to expiry. CLIENT acknowledges that the confidential nature of the Confidential Information can subsist for an indefinite period of time.
3. This Agreement is made and entered into in the State of New South Wales, Australia. The parties agree to submit to the non-exclusive Jurisdiction of the courts in that State.
4. The Receiving Party agrees that it, its Representative or Related Body Corporate will not directly or indirectly, contact, deal with or otherwise become involved with any entity or party introduced, directly or indirectly, by or through the Disclosing Party, in respect of any potential transaction resulting from the disclosure of the Confidential Information, without the specific written approval of the Disclosing Party.

**SIGNED for and on behalf of The OXBRIDGE GROUP PTY LTD by:**

**AUTHORISED SIGNATORY: FULL NAME**

**……………………………………………… SIGNATURE**

**………………………………………………**

**WITNESS: FULL NAME**

**……………………………………………… SIGNATURE**

**………………………………………………**

**SIGNED BY: WITNESS:**

**AUTHORISED SIGNATORY: FULL NAME**

**……………………………………………… SIGNATURE**

**………………………………………………**

 **FULL NAME**

**……………………………………………… SIGNATURE**

**………………………………………………**

Initials………………….. P a g e | **2**