

NON – DISCLOSURE AGREEMENT

employee

This agreement is made on the _____(date) between

Fine-tech Electronic Solutions Pty Ltd, (hereinafter called Fine-tech)

and _____, (hereinafter called
Employee)

CONFIDENTIAL INFORMATION

As an employee of Fine-tech, you may have access to Confidential and Proprietary Information (ours, our clients, or our partners) that is commercially valuable. Any unauthorized use or disclosure of this information would cause serious and irreparable injury to Fine-tech.

Confidential and Proprietary Information includes, but is not limited to:

- Operations, marketing, product, product development and other plans.
- Compensation practices.
- Pricing and sales policies, techniques and concepts.
- The client list and all information related to our clients.
- Information on prospective clients being solicited by Fine-tech
- Information regarding the employees and suppliers of Fine-tech
- The financial affairs of Fine-tech and our clients
- Training and other manuals.
- Proprietary business opportunities or ventures being considered or pursued by Fine-tech

Any other information in any form (including all memoranda, notes, records, reports, manuals and any other documents, both hard copy and electronic data. It includes any written, oral, audio tapes / downloads, video tapes , downloads, computer discs, dvd's, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents which is not generally known to any competitor or client of Fine-tech

You agree that you will not directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any Confidential and Proprietary Information, unless it is with the written permission of an authorized officer of Fine-tech.

TRADE SECRETS

As an employee of Fine-tech, you may have access to Trade Secrets (ours, our clients or our partners) that is commercially valuable. Any unauthorized use or disclosure of these secrets would cause serious and irreparable injury to Fine-tech.

Trade Secrets include, but are not limited to:

- Any and all ideas, practices, and/or manufacturing processes developed by Fine-tech that procure economic value for Fine-tech.
- Any and all ideas, practices, and/or manufacturing processes that procure economic value for Fine-tech by not being readily known by legal means by any other person or business entity who could also derive value from them.

You agree that you will not directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any Trade Secrets, unless it is with the written permission of an authorized officer of Fine-tech.

NON-DISCLOSURE

The employee of Fine-tech acknowledges and understands that Confidential and Proprietary Information and Trade Secrets are confidential, proprietary, and secret, and are of great value and importance to the success Fine-tech's business.

- a) The employee agrees to use their best efforts to safeguard the Confidential and Proprietary Information and Trade Secrets of Fine-tech and to prevent the unauthorized, negligent or inadvertent disclosure thereof.
- b) The employee shall not, without the prior written approval of an authorized officer of Fine-tech, directly or indirectly, disclose the Confidential and Proprietary Information and Trade Secrets to any other person or business entity.

- c) The employee shall promptly notify Fine-tech in writing of any unauthorized, negligent or inadvertent disclosure of Confidential and Proprietary Information and Trade Secrets.
- d) The employee agrees not to disclose Confidential and Proprietary Information or Trade Secrets or any other information vital to the success of Fine-tech indefinitely after termination of employment.
- e) The employee shall only use Confidential and Proprietary Information and Trade Secrets for the completion of their duties, as specified in the contract, and never for their personal gain.
- f) The employee shall be liable under this agreement to Fine-tech for any disclosure in violation of this agreement.

In the event of a breach (or threat of a breach) of this agreement Fine-tech is entitled to immediate and appropriate injunctive relief, or a decree of specific performance of this agreement, without the necessity of showing any irreparable injury or special damages.

The employee acknowledges that this agreement is reasonable in scope, area, and duration and is in the legitimate interest of Fine-tech and its affiliates in protecting Confidential and Proprietary Information and Trade Secrets.

MEDIA

To protect the integrity of Fine-tech and our clients and to maintain the confidential nature of our business and our reputation, any and all communications and / or events and / or work done at Fine-tech or involving Fine-tech or future plans and / or intentions of Fine-tech is not allowed to be discussed outside of the Fine-tech premises. This limitation includes speaking to / writing to / writing about / writing on:

1. Media (TV / magazines / newspapers / agencies etc)
2. Social media (facebook / twitter / YouTube / Blogs etc)
3. Chat sites and blogs
4. Skype and SMS and messenger
5. Friends and family
6. General public
7. Government Agencies (ATO, ASIC, Banks etc.)
8. Any other persons not employed at Fine-tech.

NON-ASSIGNABLE

This agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of South Australia notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

BINDING NATURE OF THE AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns for a period of 5 years.

PROVISIONS SEPARABLE

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless in writing and signed by them.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration conducted by the Courts of South Australia and in accordance with the rules thereof, or in any other convenient forum agreed to in writing by the parties. Any arbitration award shall be final and binding, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of proper jurisdiction. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

In witness of their agreement, the parties have signed below effective the day and year first written above

Employee

Fine-tech

Name

Name

Signature

Signature