VISITOR’S NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is made and effective the / / ,

**BETWEEN: REDIMED Pty Ltd** (the "Company"), a corporation organized and existing under the laws of the state of Western Australia, with its head office located at:

**1 Frederick Street Belmont 6104**.

**AND: [VISITOR NAME]** (the "Visitor"), an individual with his main address located at OR a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

1. **ACCESS TO CONFIDENTIAL INFORMATION**

The Visitor understands that he/she may be given access to confidential information belonging to the Company through his/her relationship with the Company or as a result of his/her access to the Company's premises and IT operating systems for the purpose of performing an Information Technology Systems audit and recommendation business plan.

1. **NATURE OF CONFIDENTIAL INFORMATION**

The Visitor understands and acknowledges that the Company's trade secrets consist of information and materials that are valuable and not generally known by the Company's competitors. The Company's trade secrets include:

* 1. Any and all information concerning the Company's current, future or proposed products, including, but not limited to, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
  2. Information and materials relating to the Company's Intellectual Property, design, forms, systems, applications, operating systems, purchasing, accounting and marketing; including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists.
  3. Information of the type described above which the Company obtained from another party and which the Company treats as confidential, whether or not owned or developed by the Company.
  4. Patient Records and any paperwork or documentation of the company
  5. Competitive and financial information of the business, including Intellectual Property,

Which information, whether in the nature of the trade secrets or otherwise, is no in the public domain.

You must not, whether during your audit and report, or after completion, without written authority of REDIMED Pty Ltd, divulge reproduce or copy any Confidential Information to anyone other than those authorised by REDIMED in writing, to receive the information or use such information for your own business purposes.

Any and all documents, audit summaries and plans and overview of IT systems and project summaries you contribute to whilst auditing and presenting an IT solution an action plan to the company remain the property of the company at all times.

1. **VISITOR’S OBLIGATIONS**

In consideration of being admitted to the Company's facilities, The Visitor agrees to hold in the strictest confidence any trade secrets and confidential information which is disclosed to him/her. The Visitor agrees not to remove any document, equipment or other materials from the premises without the Company's written permission. The Visitor will not photograph or otherwise record any information to which he/she may have access during the visit.

The visitor acknowledges that due to the highly confidential nature of the material they will access, a REDIMED employee will at all times accompany and supervise the visitor whilst on any REDIMED place of business.

1. **BINDING AGREEMENT**

This Agreement is binding on the Visitor, his/her heirs, executors, administrators and assigns; and inures indefinitely to the benefit of the Company, its successors and assigns. Nothing under this Confidentiality agreement binds the Company to the visitor on an ongoing contractual basis, and at all times this agreement relates directly to the access to, and Company ownership of Company Confidential and sensitive information.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Company and the Visitor with respect to its subject matter. It supersedes all earlier representations and understandings, whether oral or written.

IN WITNESS WHEREOF, Company and Customer have executed this agreement at 1 Frederick Street Belmont WA 6104 on 22 April 2015.

COMPANY VISITOR

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title