

Dear prospective Delivery Partner

CONFIDENTIALITY AGREEMENT

The Parties to this Agreement are **Universal Communications Group NZ Limited** (ACN 5042400) (Universal Communications Group) of 274 Church Street, Onehunga, Auckland, New Zealand and the party named in Schedule 1 (Agreement Details) (Subcontractor or Person).

This Agreement relates to the disclosure of Confidential Information by Universal Communications Group to the Subcontractor or Person in the context of Universal Communications Group considering the engagement of the Subcontractor or Person to perform works.

The Subcontractor or Person whose name and address are set out in the Schedule hereto, acknowledge that in the course of providing a quotation, or when assessing if it shall become a subcontractor of Universal Communications Group, or when providing services to or for Universal Communications Group they may receive or become aware of various technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, inventions, rates paid by Universal Communications Group to its subcontractors and other information (including market intelligence and data base information) and various supporting or associated documents except those which are lawfully in the public domain and all of which are collectively referred to herein as "Confidential Information" and therefore HEREBY UNDERTAKE AND ACKNOWLEDGE to Universal Communications Group at all times THAT:

1. Universal Communications Group is the sole and exclusive owner of the Confidential Information and the Subcontractor or Person shall treat any and all Confidential Information in the strictest confidence.
2. The Subcontractor or Person shall not divulge any and all Confidential Information or permit it to come into the hands of, or to be or become available to, any other person or persons other than in accordance with this Agreement.
3. The Subcontractor or Person shall not use any Confidential Information for any purposes except as directed to use it by Universal Communications Group for providing a quotation, or to assess the suitability for providing services to Universal Communications Group or when providing services as required by Universal Communications Group.
4. The Subcontractor or Person shall take all reasonable steps necessary to cause and ensure that any and all Confidential Information is kept in the strictest confidence.
5. These undertakings shall have full force and effect and shall operate at all times hereafter notwithstanding that the Subcontractor or Person may subsequently not provide a quotation or any other services to Universal Communications Group.

6. The Subcontractor or Person must ensure that any of its employees, agents or representatives who have access to Confidential Information are made fully aware of the confidential nature of the information and accord it the necessary protection.
7. The Subcontractor or Person must return all Confidential Information on demand by Universal Communications Group or when the information is no longer required for providing a quotation or services to Universal Communications Group.
8. The Subcontractor or Person agrees that clauses 1 to 8 will continue indefinitely from the date of this Agreement and will be enforceable at any time in law or in equity by the disclosing party

SCHEDULE 1 – Agreement Details

DATED the day of20.....

Signed by the person whose
name and address are set out in
the Schedule hereto in the
presence of Witness

NAME OF SIGNATORY:

ADDRESS OF SIGNATORY:

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NAME OF WITNESS:

SIGNATURE OF WITNESS:

ADDRESS OF WITNESS:

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