



## CONFIDENTIALITY AGREEMENT - AMIA

**NAME:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

### ACKNOWLEDGMENT

I acknowledge that during the course of my association with Lantog Pty Ltd A.C.N 002 569 833 trading as Advance Metal Industries Australia or any of its related companies (together and respectively, "AMIA") or during the course of any visits to facilities, factories or premises owned, operated or associated to AMIA I may receive or otherwise come in contact with information which is confidential to AMIA. I acknowledge that AMIA is prepared to maintain an association with me or access to the facilities, factories or premises owned, operated or associated on the condition that I agree to keep any information received by me confidential. I agree to do so on the terms contained in this agreement.

### TERMS OF DISCLOSURE

"Confidential Information" includes information passing from AMIA to me (whether in writing or which I hear or see) and/or created by me pursuant to my association with AMIA, concerning product properties, quality systems, product formulations, engineering designs and drawings, testing methods and results, research projects, commercial, financial and business information, plans, and customer and supplier identities. "Confidential Information" also includes any information which a reasonable person would ordinarily regard as sensitive or confidential business information.

"Confidential Information" also includes any copy, extract, note or other record (written, electronic, photographic or other) of the Confidential Information made by me or any officer, employee, agent or representative of mine or my organisation and wherever contained or recorded.

"Confidential Information" also includes any other information treated or identified as confidential by AMIA, including Intellectual Property on designs and development of products and processes but not limited to the following: All products, supplier and customer information.

I agree to do all things reasonably necessary to preserve and protect the confidentiality of the Confidential Information. I will not use or allow the use of the Confidential Information for any purpose other than that which has been disclosed to and approved by AMIA in writing. I will also:

- a) limit the disclosure of the Confidential Information to such officers, employees, agents or representatives who reasonably require such information for the purpose of my association with AMIA, and in such cases require them to be equally bound by the conditions of this agreement; and
- b) safely and securely store the Confidential Information; and
- c) return immediately to AMIA all Confidential Information (including any copies, extracts, notes or other records) when requested to do so by AMIA at any time, or upon the cessation of my association with AMIA; and



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- d) Inform AMIA if any disclosure of any portion of Confidential Information may be required by any governmental body or judicial order and allow AMIA to take whatever steps AMIA deems necessary to prevent such disclosure.

I agree that ownership of Confidential Information shall always be owned and vested to AMIA of all items developed and / or produced by me while employed by AMIA to and in the normal course of business with AMIA.

Information ceases to be Confidential Information where it has entered the public domain or where it is approved in advance and in writing for disclosure by AMIA. Information also ceases to be Confidential Information where, through no breach of duty by any person and following inspection of my written records, it is shown to AMIA's satisfaction that:

- a) the information was already known by me prior to its disclosure by AMIA to me;  
or  
b) I received the information from a third party with valid rights to use and disclose it.

The obligations of confidentiality in this agreement continue to apply to me until I obtain a release in writing from AMIA or until the information ceases to be Confidential Information as indicated above.

**I acknowledge and agree to be bound by the above terms in this regard.**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
(print name)

Witnessed by: \_\_\_\_\_ (*print name*) \_\_\_\_\_

For and on behalf of AMIA:

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
(*print name*)