

NON-DISCLOSURE AGREEMENT

This Agreement is made by and between

_____ of (primary place of residence) _____

_____ (“Recipient”)

and Q Society of Australia Inc, Suite 13/4, 150 Albert Road, South Melbourne, Victoria, Australia (“Society”).

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which entails personal details of fellow members, supporters, associates such as names, addresses, telephone numbers and other contact details as well as operational manuals, methods, computer software, works of art, drafts and designs, financial data, places of meetings, secrets and other proprietary information related to the past, current, future and proposed activities of the Society, and any other information which is privileged, proprietary and confidential.

2. Nondisclosure and Nonuse Obligations. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to and/or related to Society, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of the Society with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information.

3. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to the Society, without retaining any copies, all documents and other materials furnished to Recipient by the Society.

4. Governing Law. This Agreement shall be governed in all respects by the laws of the Commonwealth of Australia and by the laws of the State of Victoria; as such laws are applied to agreements entered into and to be performed entirely within Australia.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Society for which there will be no adequate remedy at law, and the Society shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement between the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

____ / _____ / 20 ____

____ / _____ / 20 ____

FOR Q SOCIETY OF AUSTRALIA INC:

RECIPIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____