

NON-DISCLOSURE AGREEMENT

Agreement dated this day of 2010

PARTIES

(“Proprietor of interests”)

Justine Tatt, Your Virtual Assistant

RECITAL

(“Recipient”)

The Recipient as part of his or her duties may, from time to time, be supplied or work with certain information by the Proprietor which may include written material and documentation, plans, sketches, software and know-how (such information including copies thereof and documentation created from the information referred to as “Information”), all of which is confidential and of value to the Proprietor.

In consideration of the Proprietor disclosing to the Recipient the Information the Recipient has agreed to be bound by certain obligations of confidentiality and non-use.

AGREEMENT

1. The Recipient agrees not to disclose directly or indirectly or otherwise publish the Information without prior written consent of the Proprietor such obligation to continue after the termination of this agreement.
2. The Recipient agrees not to use the Information for any purpose other than that for which the information was or is provided. If the Recipient is in any doubt as to the intended purpose for use of the Information, it will immediately (and before using the Information) seek clarification from the Proprietor.
3. Where disclosure by the Recipient to employees, officers or agents of the Recipient is necessary to advance the purpose, the Recipient shall ensure that such parties are bound by the duties of the Recipient as set out in this agreement, and the Recipient shall be and remain responsible for the acts or omissions of all such parties in terms of this agreement.
4. The Recipient shall take all care to ensure that all Information in its possession is securely kept. The Recipient will not copy, reproduce or electronically store the Information without the Proprietor’s prior consent in writing.
5. The Recipient shall not assert any right, title or property to the Information.
6. The Recipient shall return all Information to the Proprietor on demand.
7. The obligations in this agreement shall not apply to information that is already available in the public domain provided such information did not become public as a result of a breach by the Recipient or by its employees, officers or agents of the obligations contained in this agreement.
8. The Recipient, or any of the Recipient’s representatives, will not, without first obtaining the written consent of the Proprietor, in any way contact or communicate with, or attempt to contact or communicate with any of the Proprietor’s customers, suppliers, shareholders, officers or employees.
9. If the Recipient becomes legally compelled to disclose any of the Information the Recipient will immediately give written notice to the Proprietor of the requirements placed on the Recipient so that the

Proprietor may seek an appropriate remedy or waive compliance with the terms of this agreement.

10. The Recipient acknowledges that the neither the Proprietor nor any adviser of the Proprietor is making nor will make any representation, warranty or undertaking, express or implied as to the accuracy or completeness of the Information or the prospects or future performance of the Proprietor.
11. The Recipient agrees that damages alone would be an inadequate remedy for the breach of the Recipient's obligations under this agreement, and the appropriate remedies for such a breach or threatened breach shall include, at the election of the proprietor, orders for specific performance and injunctive relief.
12. As a separate and independent undertaking, the Recipient agrees to indemnify and hold harmless the Proprietor and each director, officer, employee and adviser of the Proprietor against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which any of them may incur or suffer as a result of any breach of this agreement by the Recipient, or on the part of any person for whom the Recipient is responsible in terms of this agreement.
13. For the purposes of the Contracts (Privity) Act 1982 (New Zealand), the Recipient's agreements, obligations, warranties and undertakings under this agreement are for the benefit of the Proprietor, and also for each of its directors, officers, employees and advisers, and are enforceable at the suit of any of them.
14. This agreement will be governed by and construed in accordance with New Zealand law and the Recipient irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any disputes or proceedings arising out of or in connection with this agreement.

SIGNED FOR AND ON BEHALF OF
THE RECIPIENT:

Your Virtual Assistant

Justine Tatt

Owner

Name of Recipient (Company)

Authorized Signatory (name)

Position

Signature