

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

Dated: _____ by and between ("SIGNATORY"):

and Alpha Web Smarts ("AWS") a Sydney company, having its principal executive offices at 7/24-26 Clyde Street, Rydalmere NSW 2116.

and Synergy! communications systems ("S!") a Sydney company, having its principal executive offices at 7/24-26 Clyde Street, Rydalmere NSW 2116.

WHEREAS, in connection with such discussions, SIGNATORY may learn from AWS and/or S! certain confidential information concerning its business.

NOW, THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, and or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the course of discussion AWS and/or S! may disclose to SIGNATORY certain methodology, business plans, financial information, contracts, records and other proprietary, confidential or other non-public information (collectively, the "Information") relating to its business, the proprietary, confidential and non-public nature of which information AWS and/or S! desires to maintain.

The term "Information" shall also be deemed to include all notes, software, analyses, compilations, studies, interpretations or other documents prepared by SIGNATORY.

The term "Information" shall also be deemed to include all of the above as performed for other parties "clients".

SIGNATORY is aware that this Agreement is made to cover all Information as provided above and be especially aware that it covers ASW Information including web site plugging, spiderbait software and speed optimisation.

SIGNATORY is aware that this Agreement is made to cover all Information as provided above and is especially aware that it covers S! Information including S! business systems (including database); S! effectiveness products (special diaries & calendars) and S! operations manuals.

The term "Information" does not include information which

- (i) SIGNATORY can show was already in his/her possession prior to disclosure by AWS and/or S!, and which was not acquired or obtained from AWS and/or S! or its agents or advisors (whether received before or after the date hereof),
 - (ii) is or becomes generally available to the public with the permission of AWS and/or S! other than as a result of a disclosure by SIGNATORY,
 - (iii) becomes available to SIGNATORY on a non-confidential basis from a source other than AWS and/or S! or its agents or advisors, which source is not prohibited from transmitting the information to SIGNATORY, by legal, contractual or fiduciary obligation to AWS and/or S!, or
 - (iv) was independently developed by SIGNATORY without breach of this Agreement or any other legal, contractual or fiduciary obligation.
2. All information will be kept confidential and shall not, without the prior written consent of AWS and/or S!, be disclosed by SIGNATORY in any manner whatsoever, in the whole or in part and shall not be used by SIGNATORY other than in the process of day-to-day operational or research activity at AWS and/or S!.
 3. All Information delivered by AWS and/or S! to SIGNATORY in written form, and all copies thereof, shall be returned to AWS and/or S! upon termination or conclusion of employment or contract with AWS and/or S!, and all other Information prepared by SIGNATORY shall be destroyed and no copy retained.

Notwithstanding the return or destruction of the Information, SIGNATORY shall continue to be bound by its obligation hereunder for a period of two years from the date hereof.

4. In the event that SIGNATORY is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Information, SIGNATORY will provide AWS and/or S! with prompt notice of any such request or requirement so that AWS and/or S! may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement. If in the absence of a protective order or other remedy or the receipt of a waiver by AWS and/or S!, SIGNATORY is nonetheless, in the written opinion of counsel, legally compelled to disclose Information to any tribunal or else stand liable for contempt or suffer other censure or penalty. SIGNATORY may, without liability hereunder, disclose to such tribunal only that portion of the Information which such counsel advises is legally required to be disclosed, provided that SIGNATORY exercise his/her best efforts to preserve the confidentiality of the Information, including, without limitation, cooperating with AWS and/or S! to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information by such tribunal.
5. This Agreement shall continue until amended or terminated in writing by the parties. As this Agreement is updated the SIGNATORY agrees to sign updated Agreements as requested.
6. SIGNATORY acknowledges that any breach of covenants contained in this Agreement will result in irreparable injury to AWS and/or S!, for which money damages could not adequately compensate AWS and/or S!. In the event of any such breach or any threatened breach, AWS and/or S! shall be entitled to have an injunction or restraining order issued by a court enjoining and restricting SIGNATORY from breaching or continuing any such breach. Such remedy shall not be deemed to be the exclusive remedy, but shall be in addition to all other remedies available at law or equity to AWS and/or S!.
7. This Agreement shall be governed by and constructed in accordance with the laws of New South Wales, without giving effect to conflicts of law principles.
8. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereafter.
9. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof and shall be binding upon and work to the benefit of the parties hereto and their successors and assigns. This Agreement supersedes and pre-empts any prior understandings, Agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

The SIGNATORY

Alpha Web Smarts Pty Ltd

Date:

Date:

Name:

Name:

Signature:

Signature:

Witness:

Synergy! communications systems

Date:

Date:

Name:

Name:

Signature:

Signature: