



**AGREEMENT NOT TO DISCLOSE CONFIDENTIAL INFORMATION**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**BETWEEN:**

Alexander Schiller, T/A SCHILLER PRODUCTION &  
T/A '0-60 Seconds iNTELEVISION Commercial Producers' &  
T/A Electronic Bills on Wheels

**AND:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**("Interested Party")**

**COLLECTIVELY REFERRED TO AS:**

**("the Parties")**

**WHEREAS** '0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS' and/or 'SCHILLER PRODUCTION' and/or 'Electronic Bills on Wheels' will be providing certain confidential and proprietary information for the purpose of reviewing material, financial and revenue projections for investment purposes (the "Purpose") to the Interested Party.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and obligations contained in this Agreement, the Parties agree as follows:

- 1. For the purposes of this Agreement:

**"Confidential Information"** includes, but is not limited to, any information, know-how, data, patent, copyright, trade secret, process, technique, program, design, formula, marketing, advertising, financial, commercial, sales or programming matter, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, sound, videos, effects, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged





between the parties. The term “Confidential Information” shall not include the following:

- (i) information which is now or which hereafter becomes publicly known or available through no act or failure on the part of the Interested Party, whether through breach of this Agreement or otherwise;
- (ii) information which is actually known to the Interested Party prior to the time of receipt of such Confidential Information, which such actual knowledge can be established by evidence that would be acceptable to a Court of competent jurisdiction;
- (iii) information which is furnished to the Interested Party by a third party who has rightfully obtained the Confidential Information without restriction on disclosure;
- (iv) information which is independently developed by the Interested Party without use of or reference to the Confidential Information of Owner that does not otherwise contravene the terms and provisions of this Agreement, and which such independent development can be established by evidence that would be acceptable to a Court of competent jurisdiction; or
- (v) information which the Interested Party is by law, order of a Court of competent jurisdiction, or other legal compulsion, required to disclose.

**“0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’ or “Affiliate”** means any corporation, company or entity that directly or indirectly controls, is controlled by or under common control with ‘0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’.

2. All Confidential Information constitutes the sole and exclusive property and the Confidential Information of ‘0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’ ‘SCHILLER PRODUCTION’ ‘ELECTRONIC BILLS On WHEELS’ and its Affiliates, which ALEXANDER SCHILLER AND/OR SCHILLER PRODUCTION & ‘0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’ is entitled to protect. The Interested Party shall only use the Confidential Information strictly for the Purpose, as defined above. The Interested Party shall hold and maintain all Confidential Information in trust and strict confidence for ‘SCHILLER PRODUCTION’ ‘ELECTRONIC BILLS On WHEELS’ ‘0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’ and the Interested Party shall have a fiduciary obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, access, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure whatsoever, except as specifically authorized by ‘SCHILLER PRODUCTION’ ‘ELECTRONIC BILLS On WHEELS’ ‘0-60 SECONDS IN TELEVISION COMMERCIAL PRODUCERS’ in writing.





3. Without the prior written consent of 'SCHILLER PRODUCTION' 'ELECTRONIC BILLS On WHEELS' '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS', the Interested Party shall not disclose any Confidential Information to any person other than to such of its employees, officers, directors, contractors, agents and professional advisors and in such event only to the extent necessary for the Purpose described in the recital above and without written consent. Notwithstanding the foregoing, the Parties may also disclose any Confidential Information to such of the employees, officers, directors, contractors, agents and professional advisors of any of the Interested Party or to an associate to the extent necessary for the Purpose described in the recital above without the prior written consent of 'SCHILLER PRODUCTION' 'ELECTRONIC BILLS On WHEELS' '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS'. The Interested Party shall return all Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, to '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS' immediately upon request. The return of such documents to 'SCHILLER PRODUCTION' 'ELECTRONIC BILLS On WHEELS' '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS' shall in no event relieve the Interested Party or its associates of its obligations of confidentiality set out in this Agreement with respect to such returned information.

4. In the event that the business relationship contemplated by this Agreement does not occur, neither party will use or permit the use of any of the Confidential Information of which the Interested Party receives, for its own benefit nor for the benefit of any third party.

5. Neither this Agreement nor the disclosure of any information to the Interested Party shall be construed as granting to the Interested Party any rights in, to or in respect of the Confidential Information.

6. The provisions hereof are necessary to protect the trade, commercial and financial interests of 'SCHILLER PRODUCTION' 'ELECTRONIC BILLS On WHEELS' '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS' and its Affiliates. The Interested Party acknowledges and agrees that any breach whatsoever of the covenants, provisions and restrictions herein contained by the Interested Party shall cause, and shall be deemed to be, a breach of that party's fiduciary obligations to the other Party which may cause serious damage and injury to the non-breaching Party which cannot be fully or adequately compensated by monetary damages. The Parties accordingly agree that in addition to claiming damages, either Party not in breach of this Agreement may seek interim and permanent equitable relief, including without limitation interim, interlocutory and permanent injunctive relief, in the event of any breach of this Agreement. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which either party may be entitled.





7. The Parties agree that the execution if this Agreement does not in any way constitute a binding commitment on the part of either Party to enter into or complete negotiations or any transaction with the other Party.

8. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes and overrides any prior or other agreements, representations, warranties, understandings and explanations between the Parties hereto with respect to the subject matter of this Agreement.

9. This Agreement shall be binding upon the trustees, receiver, heirs, executors, administrators, successors and assigns of the Interested Party.

10. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the state of Western Australia and the laws of The Commonwealth of Australia applicable therein. Company hereby:

(i) submits and attorns to the exclusive jurisdiction of the courts of the sate of Western Australia; and

(ii) waives trial by jury.

11. The invalidity or unenforceability of any provision or part thereof of this Agreement shall not affect the validity or enforceability of any other provision and any remaining part which shall continue in full force and effect.

12. The Interested Party acknowledges that their respective legal counsel has reviewed and participated in settling the terms of this Agreement, and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

13. In this Agreement words importing the singular include the plural and vice versa and words importing gender include all genders.

14. The Parties to this Agreement have agreed that this Agreement shall be drawn up in English. Les parties ont demandé que cette convention soit rédigée en anglais.

15. This Agreement shall remain in full force and effect for an indefinite period from the date first above written.

**IN WITNESS WHEREOF**, ALEXANDER SCHILLER, 'SCHILLER PRODUCTION' 'ELECTRONIC BILLS On WHEELS' '0-60 SECONDS INTELEVISION COMMERCIAL PRODUCERS' and the Interested Party have executed this Agreement as of the date first above written.

'0-60 Seconds iNTELEVISION



**Interested Party**





Commercial Producers'  
'SCHILLER PRODUCTION'  
'Electronic Bills on Wheels'

By: Alexander Schiller

By: \_\_\_\_\_

**Producer**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006

