

TO : COMPUMEDICS LIMITED
 ACN 006 854 897
 30-40 Flockhart Street
 Abbotsford VIC 3067

From: _____

Date : _____ **dd/mm/yyyy**

IN CONSIDERATION of Compumedics Limited ("Compumedics") providing to the recipient named in the schedule below ("the Recipient") certain information in connection with Compumedics business activities ("the Activities") referred to in the Schedule, the Recipient hereby agrees with and undertakes to Compumedics as follows:

1. In this undertaking, "information" means all information and material relating to the Activities disclosed by Compumedics in whatever format and transmitted in whatever manner, including but not limited to oral, digital and hard copy, to the Recipient or received by the Recipient in connection with the Activities.
2. The Recipient shall use the information only for the purpose of the Activities.
3. The Recipient shall not disclose any of the information to any person, nor shall it use the information for any purpose other than that stated in Clause 2, without the prior written consent of Compumedics. The Recipient shall not disclose, copy or reproduce in any way (including, without limitation, store in any computer or electronic system), any information or any documents containing information without the consent of Compumedics.
4. The Recipient hereby indemnifies and agrees to keep indemnified Compumedics against all loss and damage which Compumedics may suffer as a result of any breach of this undertaking by the Recipient.
5. This undertaking shall not apply:
 - to any information which was in possession of the Recipient prior to the disclosure of it by Compumedics;
 - to any information the Recipient subsequently receives from a third party (other than in connection with the Activities) having the right to disclose it to the Recipient;
 - to any information in the public domain otherwise than through fault of or disclosure by the Recipient or its employees or professional advisers; or

- to disclosure by the Recipient to its professional advisers solely for the purpose of obtaining professional advice in relation to the Activities and provided that the professional advisers give a written undertaking to Compumedics in a form substantially the same as the form of this undertaking and approved by Compumedics;
 - to disclosure required by an order of the court or required by law of Australia.
6. The Recipient shall take all steps reasonably necessary to protect the Information against any unauthorised access.
 7. The Recipient shall immediately upon request by Compumedics deliver to Compumedics all material including all copies (if any) made under Clause 3.
 8. This undertaking continues for a period of five years from the date of disclosure.
 9. This agreement is subject to the laws of Victoria, Australia.

SCHEDULE

Name of Recipient: _____

Recipient Name & Address: _____

Date: _____ dd/mm/yyyy

Activities: Pre-release review of SomFit Hardware and Software

EXECUTION

SIGNED by the Recipient in the presence of:

Witness

Witness name in BLOCK Letters