

AVCAL Confidentiality Agreement

- (c) it will use its best endeavours to ensure that directors, officers, employees and professional advisers of THE INVESTOR and members of the investment committee of THE INVESTOR to whom the information is disclosed comply with the obligations imposed on THE INVESTOR by Clause 2 and this clause.
- 4. If the investment does not proceed for any reason whatsoever, THE INVESTOR will, within 7 days of receipt of a demand from THE COMPANY, return to THE COMPANY all information supplied by the company which is in a physical form and which is in the possession, custody or control of THE INVESTOR.
- 5. The obligations of THE INVESTOR under this Agreement do not apply to any information which:-
 - (a) THE INVESTOR is required by law or by the listing rules of any Stock Exchange to disclose;
 - (b) is in or enters the public domain otherwise than by breach of this Agreement;
 - (c) is already known to THE INVESTOR; or
 - (d) is acquired by THE INVESTOR from a person who was not under an obligation of confidentiality relating thereto.
- 6. THE INVESTOR acknowledges that the value of the confidential information to THE COMPANY may be unique and therefore impractical or difficult to assess in monetary terms. Accordingly if an actual or threatened violation of this agreement occurs THE INVESTOR will consent to the enforcement of this Agreement by injunctive relief or specific performance without proof of actual damage.

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7. The Terms of this agreement shall be governed and constructed in accordance with the laws in force from time to time in New Zealand.
8. This Agreement shall expire two years from the date of execution.

EXECUTED AS AGREEMENT

SIGNED by _____)
For and on behalf of THE INVESTOR
in the presence of:)

WITNESS:.....

SIGNED by _____)
For and on behalf of THE COMPANY
In the presence of:)

WITNESS:.....