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## Introduction

### Parties to this Agreement

This Agreement is between:

**Symbion Pty Ltd trading as Minfos** (hereafter Minfos), and  
(hereafter The Recipient).

### Purpose of this Agreement

1. Minfos is in the business of providing retail pharmacy software.
2. The Recipient is the customer using software provided by Minfos.
3. Minfos wishes to discuss with The Recipient the use of The Recipient's database for investigative and testing purposes.
4. For the purpose of this Agreement, Minfos will not disclose the contents of the database which remain the property of the Recipient.
5. In consideration of such disclosure to the Recipient, Minfos agrees to discard the database within one month, at which time all investigative and testing purposes will be fulfilled on the terms and conditions set out in this Agreement.

## It is agreed

### 1. Interpretation

- 1.1. In this Agreement, 'Confidential Information' means all databases and information provided by the Recipient for the purposes outlined above, including:
  - 1.1.1. All dispensing, customer, and other Confidential Information in the database;
  - 1.1.2. All financial information provided within the Recipient's database, in all formats in relation to the business, including all pricing structures, sales reports, profit and loss statements, trial balances, management reports, and marketing reports;
  - 1.1.3. All information disclosed or imparted in confidence (or which might reasonably be understood to have been disclosed to Minfos and its employees by the Recipient in confidence).
  - 1.1.4. All records and all copies of the such records in whatever form prepared by the Recipient based on or incorporating any and all information provided by Minfos<sup>®</sup> and its employees to the Recipient.
- 1.2. 'Minfos Employees' means Minfos employees, Minfos consultants, and all Minfos authorised persons);

### 2. Confidential Information

- 2.1. In consideration of the Recipient disclosing the Confidential Information to Minfos, Minfos agrees to:
  - 2.1.1. Keep the "Confidential Information" confidential, not disclose it to any other Person and take all reasonable care to safeguard the Confidential Information;
  - 2.1.2. Only disclose the Confidential Information to Minfos Employees or other associated Persons who must know it to evaluate the issue after obtaining the prior approval of the Recipient (and if such approval is granted then minfos<sup>®</sup> will ensure that any of the minfos<sup>®</sup> Employees or Persons approved will be bound by the obligations of confidentiality set out in this Agreement);
  - 2.1.3. Not copy or use the Confidential Information for any purpose other than the reasons outlined in this Agreement;
  - 2.1.4. Keep confidential the fact that it is in discussions about the Investigation in question; and
  - 2.1.5. Discard the Confidential Information (and all copies of it however recorded or embodied) to Minfos once the Investigation is completed or earlier, or if requested.

## Authorised signatures

Signed for and on behalf of Minfos by its duly authorised officer, who warrants that he or she is authorised to sign this Agreement:

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Print name of Authorised Officer

\_\_\_\_\_  
Position Held

Signed for and on behalf of <<PHARMACY NAME>> by its duly authorised officer, who warrants that he or she is authorised to sign this Agreement

\_\_\_\_\_  
Signature of Authorised Officer

\_\_\_\_\_  
Print name of Authorised Officer

\_\_\_\_\_  
Position Held