

INSTRUCTIONS FOR COMPLETING THE ONE-WAY OUTGOING CONFIDENTIALITY UNDERTAKING

This Undertaking should be used when:

- Baxter is seeking preliminary proposals or is requesting tenders for actual or potential projects and will be issuing briefs or other descriptions of the project for response from external parties.
- Baxter will disclose confidential information to a third party (Receiving Party).
- Baxter will not receive third party's information on a confidential basis.
- Third party may disclose information on a non-confidential basis.
- **Note:** Where the third party discloses confidential information, the Justification for Incoming Confidential Information process must be followed

If proprietary information is being provided in relation to Baxter intellectual property, such as Baxter products, a full Confidentiality Agreement should be entered into.

Instructions for generating an electronic agreement based on the template:

- Access the Outgoing Confidentiality Undertaking
 - Replace FULLNAME with the complete legal name of the Receiving Party (paragraph 1 and signature block on last page)
 - Insert complete address (street, city, postcode, country) of the Receiving Party
 - Insert a description of the subject matter of the discussions including a description of the confidential information Baxter will disclose ("INSERT DETAILS" paragraph in the preamble)
- The authorized representative of the Receiving Party should sign the original by writing his/her name, title and the date of signature and provide one executed copy back to Baxter and retain one for the Receiving Party's records.
- Confidential Information must not be disclosed to the Receiving Party before an executed copy is received from the Receiving Party.

Note: *Any changes requested by the third party must be reviewed and approved by the Corporate Counsel ANZ*

FOR BAXTER INTERNAL USE ONLY – DO NOT SEND THE INSTRUCTION PAGE TO THIRD PARTY

CONFIDENTIALITY UNDERTAKING

PROVIDED TO BAXTER HEALTHCARE PTY LIMITED of 1 BAXTER DRIVE, OLD TOONGABBIE, NSW 2146, AUSTRALIA ("BAXTER")

THIS CONFIDENTIALITY UNDERTAKING is made and effective _____ 2009 ("Effective Date")

[FULL NAME] PTY LIMITED of [INSERT ADDRESS AND ABN] ("Receiving Party") UNDERTAKES to comply with the obligations contained in this Confidentially Undertaking.

Baxter will be disclosing to the Receiving Party confidential or proprietary information belonging to Baxter to enable the Receiving Party to submit a proposal to Baxter in relation to [INSERT DETAILS] (the "Potential Arrangement").

Because of the confidential nature of such information, the Receiving Party agrees and undertakes to treat these disclosures as being subject to the following conditions:

1. Definition. "Confidential Information" is defined as any information disclosed by Baxter to the Receiving Party and may include without limitation the nature of research and/or development projects and data relating to them, products, customers, suppliers, personally identifiable information, pricing, costs, know-how, strategies, programs, processes, and practices and confidential and proprietary information that Baxter receives from third parties. Such confidentiality obligations apply without limitation to written documentation, oral disclosures, disclosures made by visual observation and disclosures in electronic form.
2. Exceptions. Confidential Information shall not include any information that:
 - (a) is already known to the Receiving Party at the time of disclosure; or
 - (b) is generally available to the public or becomes publicly known through no wrongful act of the Receiving Party; or
 - (c) is received by the Receiving Party from a third-party who had a legal right to provide it.
3. Use; Disclosure. The Receiving Party agrees to use Baxter's Confidential Information disclosed to it solely for evaluation and where requested by Baxter in the provision of a response to the Potential Arrangement, and without the written consent of Baxter, agrees not to disclose such Confidential Information to any other person or entity other than those of its employees who must have access to such Confidential Information for evaluation and response purposes. All such employees shall be bound to maintain such Confidential Information in confidence and the Receiving Party will take such reasonable steps to require its employees to preserve such trust and confidence. The Receiving Party shall be responsible for any breach of this Confidentiality Undertaking.
4. Protection; Return. The Receiving Party shall in all respects treat such Confidential Information disclosed to it hereunder at least as carefully as that accorded its own trade secrets or confidential information and will carry out with respect to it those security measures that it follows for its own trade secrets or confidential information. At the

termination of this Confidentiality Undertaking or within thirty (30) days of receipt of a written request from Baxter, the Receiving Party will return to Baxter all Confidential Information disclosed to it under this Confidentiality Undertaking, including but not limited to all printed or reproduced material and information stored in electronic form.

5. Term. The term of this Confidentiality Undertaking shall be seven (7) years from the Effective Date.
6. Remedies. The Receiving Party agrees that the Confidential Information disclosed by Baxter under this Confidentiality Undertaking is of a special, unique and intellectual character, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, it is agreed that Baxter shall be entitled to seek an injunction or injunctions to prevent breaches of this Confidentiality Undertaking and to enforce specifically the terms and provisions of this Confidentiality Undertaking in any court having jurisdiction, this being in addition to any other remedy to which Baxter is entitled at law or in equity.
7. Completeness. This Confidentiality Undertaking contains the entire understanding between the parties related to the subject matter hereof, and supersedes all prior written and verbal negotiations, representations, and agreements concerning the subject matter.
8. Miscellaneous.
 - (a) Amendment. The obligations of this Confidentiality Undertaking shall not be altered, amended or superseded by any subsequent agreement except by written instrument signed by both parties.
 - (b) Rights Not Conveyed. Confidential Information shall at all times remain the property of Baxter. No license or other right under any patent, trademark, copyright, trade secret, or other intellectual proprietary right is being granted by Baxter hereunder except the right to use Baxter's Confidential Information in accordance with the terms of this Confidentiality Undertaking.
 - (c) Further Agreements. Neither party is obligated to enter into any further agreements with the other party by virtue of entering into this Confidentiality Undertaking. Any intention of the parties to proceed with a further business arrangement shall be set forth in a separate written agreement signed by authorized representatives of both parties.
 - (d) Severability. If any provision of this Confidentiality Undertaking is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Confidentiality Undertaking, which shall otherwise remain in full force and effect.
9. Laws. This Confidentiality Undertaking shall be governed by the laws of New South Wales, Australia.

This Confidentiality Undertaking has been executed by the Receiving Party through its authorized representatives and is effective as of the Effective Date set forth above.

FULL NAME PTY LIMITED

By: _____

Name: _____

Title: _____

