

MUTUAL NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT IS MADE ON THE _____ DAY OF _____, 20____

BETWEEN

USTECH ABN 78 516 653 059 (with a brand name of **Technology Partners** herein referred as **'Technology Partners'**)

of

AND

of

(herein referred as **'the Company'**)

(Technology Partners and

are individually referred to as "Party" and collectively as "Parties".)

BACKGROUND

- A. The parties wish to enter discussions regarding the benefits and feasibility of entering a commercial relationship (the "Purpose").
- B. Each party has agreed to keep confidential all confidential information disclosed to it or that becomes available to it in the course of these discussions.

AGREEMENT

In this agreement:

'Confidential Information' means the following, whether or not in material form:

all information that is treated or designated by a party as confidential, which is not generally known to personnel outside that party, or which should be reasonably regarded in all the circumstances as confidential, including without limitation, information relating to the purpose, any trade secret, know how, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, inventions, databases, data



surveys, customer lists or information, sales commissions, sales plans or marketing plans, research, software, records, intellectual property or other information concerning Technology Partners and Technology Partners intellectual property and other sensitive corporate or personal information.

“**Purpose**” is for general discussion of Technology Partners providing its services to the Company or customer.

Disclosure of confidential information

Entering into this agreement does not obligate either party to disclose any confidential information to the other party.

Use of Confidential Information

In consideration of Technology Partners disclosing or making available its Confidential Information to the Company, the Company agrees that it will:

keep all of Technology Partners' Confidential Information strictly confidential and not disclose it to any third party without Technology Partners' prior written consent;

only disclose Technology Partners' Confidential Information to those of its officers, employees or contractors who need to know and who have been expressly directed to and have agreed to keep that information confidential, either by signing confidential agreement with the Company or some form of agreed document;

establish and maintain adequate security measures to protect Technology Partners' Confidential Information from unauthorised access or use;

immediately notify Technology Partners of any threatened, likely, suspected or actual unauthorised use, copying or disclosure of Technology Partners Confidential Information, and provide assistance as reasonably required by Technology Partners in relation to any steps or proceedings Technology Partners may take as a result;

not copy Technology Partners' Confidential Information without Technology Partners' prior written consent;

only use Technology Partners Confidential Information for the Purpose or for purposes as agreed in writing between the parties;

immediately notify Technology Partners if it is required by law to disclose any of Technology Partners Confidential Information and provide assistance as reasonably required by Technology Partners if Technology Partners wishes to take legal or other steps to prevent or restrict any such disclosure; and

on request by Technology Partners, immediately return to Technology Partners or permanently delete or destroy, as Technology Partners directs, all copies or records of Technology Partners Confidential Information in the Company's possession or control, in this agreement collectively known as the 'Confidentiality Obligations'.

The Confidentiality Obligations are in addition to all obligations the Company has by operation of law concerning protection of another party's confidential information.

The Confidentiality Obligations bind the Company and all of its officers, employees and contractors. Any breach of any of the Confidentiality Obligations by an officer, employee



or contractor of the Company will be deemed to be a breach of this agreement by the Company.

Exclusions

The Confidentiality Obligations will not apply to information that is:

legally in the public domain;

legally obtained by the Company from a third party or already lawfully known to the Company; or

required to be disclosed by the Company by law but in the event of this requirement the Company shall immediately notify Technology Partners of the required disclosure.

already withheld or is in possession of Technology Partners before this agreement was executed;

required by government organisations such Federal Police, Court of Law or other legal bodies.

Intellectual property rights

The parties acknowledge that this agreement does not transfer any interest in any intellectual property from one party to another party.

Survival

The Confidentiality Obligations will continue to apply to both parties (and any successors or permitted assignees) after termination of this agreement for so long as any information, disclosed to or made available to a party, can be properly characterised as Confidential Information of the other party.

Assignment

Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other party.

Waiver

The failure of a party to require performance of any obligation under this agreement is not a waiver of that party's right:

to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and

at any other time to require performance of that or any other obligation under this agreement.

Governing law

This agreement is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales, and courts entitled to hear appeals from those courts.



Notices

If either party is required to give a notice to the other party under this agreement, it must be in writing and directed to the recipients address specified on page one of this agreement or such other address as may be notified in writing by a party to the other party.

Entire agreement

This agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior understanding or agreement between the parties in relation to that subject matter.

EXECUTED as an agreement.

SIGNED for and on behalf of **Technology Partners**)
A.B.N 78 516 653 059)
by)
in the presence of:)

.....
(Signature of Witness)

.....
(Signature)

.....
(Name of Witness in Full)

.....
(Print Name)

.....
(Date)

.....
(Date)

SIGNED for and on behalf of)
A.B.N)
by)
in the presence of:)

.....
(Signature of Witness)

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(Signature)

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(Name of Witness in Full)

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(Print Name)

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(Date)

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(Date)

