

**NON-DISCLOSURE AGREEMENT (NDA)**

**I. The Parties.** This Mutual Non-Disclosure Agreement, hereinafter referred to as the "Agreement", effective as of \_\_\_\_\_, 2022, hereinafter referred to as the "Effective Date", is by and between:

**Party A** - known as Grant Ian Gamble ("Party A")

AND

Party B - known as \_\_\_\_\_ ("Party B").

**II. Confidential Information.** The term "Confidential Information" includes, but is not limited to, all proprietary information owned by the Parties and not generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Parties in the scope and course of their relationship, relating directly or indirectly to business processes, business plans, launch strategies, proformas, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, business opportunities, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any client of the Parties, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, and other proprietary information relating to the business of the Parties and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value.

**III. Non-Disclosure.** The Parties agree that they shall have the obligation to:

- (a) hold the Confidential Information in the strictest of confidence;
- (b) not use the Confidential Information for any personal gain or to the detriment of the other Party;
- (c) take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure;
- (d) not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions or other facts with respect to the transaction; and
- (e) not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes

publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, its employees, agents, representatives, successors, heirs, and assigns.

**IV. Exceptions to Confidential Information.** The Parties shall not be restricted from disclosing or using Confidential Information that:

- (a) was freely available in the public domain at the time it was communicated between the Parties;
- (b) subsequently came to the public domain through no fault of the Parties;
- (c) is in either Party A's or Party B's possession free of any obligation of confidence at the time it was communicated;
- (d) is provided by either Party A or Party B in response to a valid order by a court or other governmental body, as otherwise required by law; or
- (e) is approved for release by written authorization of an officer or representative of Party A or Party B;

**V. Use or Disclosure of Confidential Information.** The Parties shall only use the Confidential Information as directed and not for its own purposes or the purposes of any other party. Party A and Party B shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property and may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, including but not limited to, their employees, agents, representatives, successors, heirs and assigns.

**VI. Notice of Disclosure.** In the event that any of the Parties receive a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to (a) promptly notify the other Party of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the other Party in seeking a protective order or other appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

In the event that such protective order or other remedy is not obtained or that one of the Parties waives compliance with the provisions hereof, the disclosing Party shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the disclosing party not permitted by this Agreement.

**VII. Term.** This Agreement, with respect to Confidential Information, will remain in effect for perpetuity.

**VIII. Return of Confidential Information.** Upon request from any of the Parties or upon the termination of negotiations and evaluations, both Parties will promptly deliver to each other all originals and copies of all documents, records, software programs, media, and other materials

containing any Confidential Information. Both Parties shall also return to each other all equipment, files, and other personal property belonging to one another. Party A and Party B shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

**IX. Indemnification.** The Parties agree to defend and indemnify each other at all times in respect of any and all claims, demands, losses, damages, liabilities, costs and/or expenses of any kind whatsoever incurred by an entity not mentioned in this Agreement except to the extent caused by the negligence or an unauthorized disclosure of Confidential Information by one of the Parties or their respective employees, agents, representatives, successors, heirs or assigns.

**X. Notice.** Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below indicated:

**Party A's Address:** 166 Graceville Avenue, Graceville, QLD 4075

**Party B's Address:**

---

If the above-stated addresses should change the Parties shall specify by certified mail, with return receipt, to one another.

**XI. Covenants.** The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of the Parties hereto and have independently discussed, reviewed, and had the opportunity of legal counsel to consider this Agreement.

**XII. Enforcement.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The violated Party shall be entitled to all remedies available at law.

**XIII. Authority.** This Agreement sets forth the entire Agreement and understanding between the Parties and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or discharged, in whole or part, except by consent in writing signed by the Parties.

**XIV. Assignment.** This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

**XV. Binding Arrangement.** This Agreement will be binding upon and inure to the benefit of the parties hereto and each Party's respective successors and assigns.

**XVI. Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

**XVII. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in the Commonwealth of Australia.

**XVIII. Authority.** Each party hereto represents and warrants that it has the full power and authority to enter into and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.

**XIX. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

**XX. Execution.** IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of

\_\_\_\_\_, 2022.

**Party A's Signature** \_\_\_\_\_

**Party B's Signature** \_\_\_\_\_