



## NON DISCLOSURE AGREEMENT

Date: \_\_\_\_\_

### PARTIES:

**Discloser:** *which expression shall mean and include its authorised representative(s), associates, affiliate, partners it may be appoint on its behalf or who benefit from this Agreement)*

**Company: (Discloser)**

Name:

Address:

Position:

ABN:

**Disclosee:** *which expression shall mean and include its authorised representative(s), associates, affiliate, partners it may be appoint on its behalf or who benefit from this Agreement), thereafter referred to as 3D Prototyping.*

**Company: (Disclosee)**

Name: 3D PROTOTYPING

Address: 48B Nariel Street, Albion QLD 4010

ABN: 99 629 034 055

### **Preamble**

You have entered into communications concerning a possible business transaction with the Discloser and/or the provisions of consulting and other services by the Discloser. In the course of these communications, each party may provide Confidential Information (the "Discloser") to the other party (the "Disclosee") and its officers, directors, employees, agents and representatives (collectively, "Representatives"). Each Receiving Party acknowledges that the Confidential Information of the Discloser has substantial commercial value and must be protected against unauthorized disclosure and unauthorized exploitation.

### **Scope**

This NDA is to cover all product or project related Intellectual Property including sketches, drawings, CAD models and other relevant materials that the "Discloser may disclose to the Disclosee through phone conversations, skype, physical prototypes and or samples, or email communication.



**1. Definition of Confidential Information:** In this Non-Disclosure Agreement (NDA) “Confidential Information” means all information or material proprietary to the Discloser, designated as confidential by the Discloser or imparted in confidence to the Disclosee; and includes without limitation all trade secrets, concepts, ideas, images, drawings, literary works, embargoed press releases, financial, technical (including methods), and other information or materials (including without limitation, drafts, diagrams, charts, opinions, expertise, legal advice, projections and forecasts), of whatever kind whether in written or oral form or stored electronically which is either directly or indirectly disclosed to the Disclosee or acquired by the Disclosee. Confidential Information would also include information (written or oral) including, but not limited to, drafts, sketches, designs, work in-progress etc. that shall be disclosed to the Receiving Party if discussions between the parties proceed to implementation of Project(s). Such information shall include information passed or discussions made during the course of Project(s) and all future projects between the parties for a period of five (5) years. Confidential Information disclosed to the Disclosee by a company owned by the Discloser or a related or affiliated entity of the Discloser or any of its agents, advisers or representatives is covered by this NDA. It is further agreed that all Confidential Information shall also include all Work Products.

**2. Use of Confidential Information:** The Disclosee undertakes, that it will not without the prior written consent of the Discloser: copy, reproduce, distribute or disclose any of the Discloser’s Confidential Information to any person, corporation or other entity other than as permitted in writing between the two parties; use any of the Discloser’s Confidential Information for any purpose other than as agreed to in writing by the Discloser; or reveal to any person, corporation or other entity the fact that discussions and/or meetings have taken place or the existence, or the subject matter, of this NDA or the consummation of any transaction between the Disclosee and the Discloser concerning the subject matter of this NDA, or make any public announcement or public comment in relation to any such transaction.

**3. Maintenance of Confidentiality:** Disclosee agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser. Without limiting the foregoing, Disclosee shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the Disclosee employs with respect to its confidential materials). Recipient shall ensure that its employees who have access to the Discloser’s Confidential Information have signed a non-use and non-disclosure agreement in content at least as protective of Confidential Information as the provisions of this Agreement prior to any disclosure of Confidential Information to such employees, and will be responsible for any unauthorized use or disclosure of Confidential Information by any such employees. Recipient shall not make any copies of the Discloser Confidential Information except upon the Discloser’s prior written approval. Recipient shall reproduce the Discloser’s



proprietary rights notices on any such authorised copies, in the same manner in which such notices were set forth in or on the original. Disclosee shall promptly notify Discloser of any use or disclosure of such Confidential Information in violation of this Agreement of which Disclosee becomes aware.

**4. Return of Materials:** All documents and other tangible objects containing or representing Confidential Information, and all copies or extracts thereof that are in the possession of Disclosee, whether in print, electronic or any other form, shall be and remain the property of the Discloser and shall be promptly returned to the Discloser upon the Discloser's request. Notwithstanding the foregoing, Disclosee may retain in the offices of its legal advisor a single archival copy of any written or photographic Confidential Information provided by the Discloser under this Agreement, which copy shall only be used by Disclosee and its legal advisors in connection with the review of its obligations under this Agreement and for no other purpose whatsoever.

**5. Restrictions:** The restrictions set out in 'Confidential Information' above shall not apply to any of the Discloser's Confidential Information which: at the date of its disclosure is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act in breach of this NDA; is already known to the Disclosee (as evidenced by written records existing prior to disclosure) at the date of disclosure; is required by law or order of a court of competent jurisdiction to disclose.

**5. Intellectual Property and Non-Confidential Ideas or Concepts, Ownership Rights:** Apart from the limited rights described in this NDA, the Disclosee acknowledges that it shall not be entitled to any right or licence in respect of the Discloser's Confidential Information or to derive directly or indirectly from the possession or use of the Discloser's Confidential Information any right, title or interest therein. Each party acknowledges and agrees that any ideas or concepts developed or discussed during any services provided by the Disclosee do not comprise or contain Confidential Information that, unless otherwise agreed, be used or disclosed by either party following the termination or expiry of this NDA. **Ownership Rights to Work Product:** If parties enter into Project(s) implementation following successful Evaluation, all rights, title and interest in the following shall be the sole and exclusive property of the Disclosing Party.

**6. Indemnity:** The Discloser indemnifies the Disclosee against all losses, damages, expenses and legal costs that the Disclosing Party reasonable sustains or incurs as a result of any breach of this NDA by the Disclosee.

**7. Limitation of Liability:** In all instances, the Disclosee's total liability for loss or damage caused by, resulting from, or in relation to this NDA, whether arising from breach of contract, negligence, or any other tort, in equity or otherwise, is limited (to the extent permitted by law) to an amount equal to the value of the fees payable for works provided.



**8. Expiry and Obligations of Confidentiality:** This Agreement commences on the date signed and remains in effect until the earlier of (a) twenty years or (b) the date of execution of any superseding written agreement between the parties.

**9. Governing Law -** This Agreement is governed by the laws of the State of Queensland, Australia. The Parties submit to the exclusive jurisdiction of the courts of the State of Queensland and any courts which may hear appeals from those courts.

**10. Signature Requirements:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties agree that signed Transmitted Copies shall be deemed equivalent to original documents until such time as original documents are executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile or electronic means (digital signatures or images) or other process of complete and accurate reproduction and transmission.

All notices under this Agreement shall be in writing and shall be deemed given:

1. when personally delivered; or
2. when sent by confirmed fax; or
3. when sent by confirmed e-mail; or
4. when sent by express post to the address of the party set out in this

Agreement or (if any) such address as such party last provided to the other by written notice.

**Company:**

**Signed by:**

**Name:**

**Date:**

**Company : 3D Prototyping**

**Signed by:**

**Name:**

**Date:**