

Mutual Non-Disclosure Agreement

Disclosing Party:

Receiving Party:

372 Digital Pty Ltd (ABN 66 159 301 952)
8/24 Iron Knob Street, Fyshwick ACT 2609, Australia

Project:

DESIGN
CREATE
INNOVATE

8/24 Iron Knob St
Fyshwick ACT 2609

PO Box 831
Fyshwick ACT 2609

evolve@372digital.com.au

1300 971 882
0422 612 341

372 Digital Pty Ltd
ABN 66 159 301 952
ACN 159 301 952

The Parties hereby recognise, accept and agree that:

In its sole discretion, the Disclosing Party will provide to the Receiving Party certain confidential and proprietary information for the limited purpose of allowing the Receiving Party to provide professional services in accordance with the following terms and conditions:

1. Any information and/or documents provided orally, in writing, via electronic means, or by any other means which was identified by the Disclosing Party as confidential and/or proprietary at the time of disclosure, shall be treated by the Receiving Party as Confidential Information. Notwithstanding the foregoing, or anything to the contrary contained herein, "Confidential Information" includes, by way of illustration, but not limitation, and whether provided by the Disclosing Party, marked as confidential, or otherwise, all information and documentation relating to the Disclosing Party's or its affiliates' businesses of a proprietary and/or confidential nature, including, but not limited to, information and documentation relating to the Disclosing Party's or its affiliates' products, services, deliverables, inventions, research, techniques, algorithms, processes, prices, financial statements, budgets, operations, customers, customer lists, customer habits, preferences and special requirements, the prices charged to customers for goods and/or services, lists generated by any employee, consultant or agent of the Disclosing Party or any of its affiliates, or purchased by the client or any of its affiliates, that contain the name, address, or phone number of a contact person of a target or potential customer, sales and marketing techniques utilized by the client or any of its affiliates, business plans and strategies.;
2. All tangible documents and/or information, including drawings, specifications and other information submitted hereunder by the Disclosing Party to the Receiving Party, shall remain the property of the Disclosing Party. If either party elects not to pursue any further business undertaking, the Receiving Party shall promptly return to the Disclosing Party all tangible information, and all copies thereof, related to or declared as "Confidential Information";
3. All "Confidential Information" shall be maintained in confidence by the Receiving Party, and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any "Confidential Information" received from the Disclosing Party except for evaluation purposes or other purposes defined at time of disclosure;

4. The Parties undertake that they will not use in any way or manner any of the information and/or contacts made available to them by the Disclosing Party for their own benefit or for the benefit of others without prior written authority from the Disclosing Party and the Receiving Party will not circumvent in any way the interests of the Disclosing Party without prior written consent and only after having agreed written compensation to the Disclosing Party covering fees, commissions, costs and value of any kind and form whatsoever;

5. The Parties agree to be bound in a similar and mutual manner as noted herein for all information supplied by either Party to each other upon mutual signing of this Agreement;

6. This Agreement and the provision of "Confidential Information" as provided herein shall not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties;

7. The Parties agree to inform and copy each other where and when appropriate of all communications to third parties of any kind whatsoever, be they verbal or written or electronic, and further agree to appraise each other in a timely way, agreeing Time is of the Essence, of all aspects of any commercial discussions, communications, correspondence and transactions of any type whatsoever resulting from the actions and further discussions of the Parties hereto;

8. This Agreement will be governed under all applicable laws in Australia and is effective when signed by Parties A and B, with each Party holding an original document or true copy.

DISCLOSING PARTY

Company/Organisation:

ACN or ABN:

Represented by (PRINT):

Signature:

Date:

RECEIVING PARTY

Company/Organisation:

372 Digital Pty Ltd

ACN or ABN:

ABN 66 159 301 952

Represented by (PRINT):

BEN BRILLANTE

Signature:

Date: