

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made between:

1. **SyncEzy (3D Consulting Pty Ltd Trading as SyncEzy)**
ABN : 28159855044

and

2. The **Participant** specified in the Schedule.

The parties agree, in consideration of, amongst other things, the mutual promises contained in this agreement:

1. **Discloser.** The “Discloser” is the party disclosing Confidential Information or Personal Information to the other party (and may be each party).

2. **Confidential Information.** “Confidential Information” includes without limitation data which Discloser, or its related companies, now or in the future possesses relating to technical, business, financial, and other data generally considered by Discloser to be proprietary or confidential and which, (a) is marked as ‘Confidential’ or ‘Proprietary,’ or with a similar legend, at the time of disclosure; or (b) is clearly identified to the party receiving Confidential Information (the “Receiver”) as confidential or proprietary at the time of disclosure; or (c) is material which would typically be treated by a prudent business person as confidential. Confidential Information may include without limitation information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of Discloser or its related companies.

3. **Business Purpose.** The “Business Purpose” for which each Discloser intends to disclose Confidential Information is specified in the Schedule.

4. **Term.** This agreement applies to (a) any Confidential Information and Personal Information which is disclosed on or after the date of signing of this agreement; and (b) any Confidential Information relating to the Business Purpose and any Personal Information which was disclosed prior to the date of signing of this agreement. Except as otherwise agreed in writing with respect to any particular Confidential Information, the obligations of Receiver under this agreement will continue (i) indefinitely in relation to Personal Information and any intellectual and industrial property rights, trade secrets and know how; and (ii) for five years beyond the date of signing of this agreement in relation to all other Confidential Information.

5. **Return of information.** Upon the written request of Discloser, Receiver will (at Discloser’s election) return or destroy all Confidential Information and Personal Information received (including all copies) and provide Discloser with certification attesting to that fact.

6. **Confidentiality.** Receiver may only use Confidential Information in connection with the Business Purpose. Receiver may only disclose Confidential Information to its personnel (being employees or individual contractors) and legal and accounting advisers, or personnel and legal and accounting advisers of its wholly-owned subsidiaries, having a need to know, and who are under non-disclosure obligations no less restrictive than in this agreement. Receiver will advise such personnel and advisers who receive Confidential Information of its confidential nature, and ensure that such personnel and advisers do not make any unauthorised use or disclosure of it. Receiver shall not disclose Confidential Information to any other third party without the prior written consent of Discloser. Receiver shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised disclosure of the Confidential Information as Receiver uses to protect its own proprietary or confidential information of a like nature. Receiver may make copies of the Confidential Information as reasonably necessary to effectuate the Business Purpose, provided each copy is considered Confidential Information and all proprietary legends or markings on the original are retained on the copies.

7. **Exclusions.** The obligations under this agreement in respect of Confidential Information will not apply to any information which is (a) available to the public other than by breach of this agreement by Receiver; (b) lawfully received by Receiver from a third party without proprietary or confidentiality limitations; (c) independently developed by Receiver; or (d) known to Receiver prior to first receipt of same from Discloser. This agreement will not apply to prevent Receiver from disclosing Confidential Information and Personal Information to the extent required by law or regulatory requirement, provided Receiver notifies Discloser promptly on receiving notice of such requirement, and asserts the confidentiality of the relevant Confidential Information to the body requiring disclosure.

8. **Privacy.** “Personal Information” means any information or opinion about a natural person, including ‘Personal Information’ as defined in the Privacy Act 1988, which is collected or held by the Discloser and disclosed to the Recipient in connection with this Agreement. Each party will: (a) to the extent reasonably requested by the other party, assist the other party to comply with its respective obligations under the Privacy Act 1988; (b) obtain the other party’s consent where it intends to use or disclose Personal Information for any purpose other than the purpose for which the information was provided (except if disclosure is required by law); (c) be responsible for the accuracy and completeness of any Personal Information that it discloses to the other party; (d) take reasonable steps to assist the other party to resolve a complaint or respond to a request in relation to Personal Information; and (e) take reasonable steps to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification or disclosure.

9. **No warranties or licences.** Neither party makes any representations or warranties, express or implied, in relation to its Confidential Information. Neither party acquires any licenses or any other intellectual property rights in the other party’s Confidential Information.

10. **Remedies.** Receiver shall notify Discloser of any unauthorised use or disclosure of the Confidential Information or Personal Information. In the event of a breach, or threatened breach, by a party of this agreement, monetary damages may not be sufficient relief, so the other party is entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies which it may have. In no event shall either party be liable for special, incidental, indirect or consequential damages or lost profits.

11. **Relationship.** Neither party has an obligation under this agreement to continue any discussions, or to offer or purchase any product or service, or take or refrain from taking any other actions in relation to the Business Purpose except as expressly set out in this agreement. Nothing in this agreement will prevent either party from pursuing similar discussions or transactions with third parties. The parties do not intend that any agency or partnership relationship be created by them by this agreement.

12. **Public statements.** Neither party will make or cause to be made any announcement or statement to the general public or any third party regarding activities under this agreement without the prior written consent of the other party.

13. **General.** All additions or modifications to this agreement must be made in writing and signed by both parties. This agreement is the full understanding of the parties relative to the protection of Confidential Information for the Business Purpose and Personal Information and supersedes all other understandings with respect to it. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party.

14. **Governing law.** This agreement is governed by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

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SCHEDULE

PARTICIPANT:

Company Name: _____

ACN or ABN: _____

Address: _____

**BUSINESS PURPOSE
(CLAUSE 3)**

The Business Purpose for which Discloser intends to disclose Confidential Information is:

EXECUTED as an agreement on _____ (day/month/year).

Signed for
SyncEzy (3D Consulting Pty Ltd trading as SyncEzy)
by its authorised representative:

Signature _____

Name (print) _____

Title _____

Signed for _____

Participant
by its authorised representative:

Signature _____

Name (print) _____

Title _____