

NON-DISCLOSURE AGREEMENT

Effective Date:

In order to protect certain confidential information which may be disclosed by the "Discloser" to the "Receiving Party" identified below Discloser and the Receiving Party agree that:

1. The Discloser (s) of confidential information is:
2. _____
The Receiving Party's Designated Representative for receiving and maintaining confidential information is

3. The confidential information disclosed under this Agreement is described as:
Design data, drawings, schematics and connected engineering information or documentation, verbal or non-verbal in nature.
4. _____
The Receiving Party shall use the confidential information only for the purpose of:
Design, Drafting or Quotation of Product, Prototype, Tooling or Production.
5. _____
The Receiving Party's duty to limit the use and protect confidential information disclosed under this Agreement extends for a period of 10 years from date of first disclosure.
6. The Receiving Party 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 unauthorized use, dissemination or publication of the confidential information as the Receiving Party uses to protect its own confidential information.
7. The Receiving Party shall have a duty to protect only that confidential information which is (a) disclosed by the Discloser in writing or as a tangible item and is marked as confidential at the time of disclosure, or which is (b) disclosed in any other manner and is identified as confidential at the time of disclosure.
8. This Agreement imposes no obligation upon the Receiving Party with respect to confidential information which (a) was in the Receiving Party possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Receiving Party; (f) is disclosed under operation of law; or (g) is disclosed by the Receiving Party with the Discloser's prior written approval.
9. Upon receipt of written request from the Discloser prior to the expiration of the confidentiality obligation, the Receiving Party shall return all copies of writings, and other materials in its possession or control that contain Confidential Information received from Discloser under this Agreement. If any such writing or material has been destroyed, an adequate response to the return request will be a written verification of such destruction signed by the Discloser certifying same delivered within 5 days.
10. The Receiving Party does not acquire any intellectual property rights under this Agreement except the Receiving Party's Designated Representative identified in paragraph 2 above has the limited right to make copies as necessary for the use set out in paragraph 4 above.
11. Neither party has an obligation under this Agreement to purchase any service or item from the other party.
12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

CONFIDENTIAL

13. The Participant acknowledges and agrees that the confidential information is provided on an as is basis. The Discloser makes no warranties, express or implied, with respect to the confidential information and hereby expressly disclaims any and all implied warranties of merchantability or fitness for a particular purpose. In no event shall the discloser be liable for any direct, indirect, special or consequential damages in connection with or arising out of the performance or use of any portion of the confidential information.

14. All modifications to this Agreement must be made in writing and must be signed by both parties.

15. This Agreement is made under and shall be construed according to the laws of Victoria Australia.

DISCLOSER

RECEIVING PARTY

By

By

(Authorized Signature)

(Authorized Signature)

(Full Name)

(Full name)

(Company)

(Company)

(Address)

(Address)

(Address)

(Address)

(Email Address)

(Email Address)