



Non-Disclosure Agreement



TABLE OF CONTENTS

PARTIES: 3

PREAMBLE: 3

1. DEFINITIONS AND INTERPRETATION 3

2. RESTRICTIONS ON DISCLOSURE 5

3. PRECAUTIONS 5

4. RETURN OF CONFIDENTIAL INFORMATION 5

5. NO TRANSFER OF INTELLECTUAL PROPERTY 6

6. NOTIFICATION OF BREACH OF CONFIDENCE 6

7. NOTICES 6

8. IMPLIED WARRANTIES 7

9. ASSIGNMENT 7

10. WAIVER 7

11. UNENFORCEABILITY 7

12. ENTIRE AGREEMENT 7

13. AMENDMENT 7

14. FORCE MAJEURE 8

15. NO MERGER 8

16. NO AGENCY OR PARTNERSHIP 8

17. FURTHER ASSURANCES 8

18. COUNTERPARTS 8

19. GOVERNING LAW 8

20. SPECIAL CONDITIONS 9

EXECUTED AS AN AGREEMENT 10

SCHEDULE 11

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as “**the Information Provider**”
2. The party identified in the Schedule and hereinafter referred to as “**the Information Receiver**”

PREAMBLE:

- A. The Information Receiver has requested the Information Provider to provide it with the Confidential Information described in the Schedule for the purposes stated in the Schedule.
- B. The Information Provider has agreed to provide the Confidential Information and the Information Receiver has agreed to receive it on the terms and conditions set out herein.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“**Agreement**” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“**Confidential Information**” means the information described in the Schedule.

- 1.2 For the purposes of interpretation of this Agreement:

- (a) a cross reference to a clause number is a reference to all its sub-clauses;
- (b) words denoting the singular number include the plural and vice versa;