Non-Disclosure Agreement

A division of Argent International Pty. Ltd ABN 38 078 270 247

This Agreement is made the _____ day of _____ 2024

Between: _____ and Dienamics

& **Dienamics** Ideas Moulded by Experience   160 Granite Street, Geebung, QLD, 4034
P: (07) 3256 9222 W: dienamics.com

Recitals

a. _____ possesses confidential information for their _____ project which they wishes to disclose to the other party so that the confidential information can be evaluated by that other party.

b. To enable that evaluation to take place and to protect the rights existing in and in relation to that information, the parties now desire to enter this Agreement.

Agreement

1. **SCOPE OF INFORMATION**

   - The confidential information to be disclosed and subject to this Agreement is in relation to all information and products.

2. **OBLIGATION OF CONFIDENCE**

   - The parties to this Agreement agree that all such confidential information, whether in the form of data, reports, models, samples and regardless of how communicated or recorded, received by either of them from the other party is confidential and proprietary and will be kept as such. They shall take such steps as are necessary to ensure that their agents, officers, employees, contractors and consultants are similarly bound.

3. **USE, AND RESTRICTIONS ON USE**

   - The recipient of the confidential information shall use all the confidential information in confidence solely for the purposes of evaluating its commercial or technical worth and the recipient shall not:

     i. Make any other use of the confidential information except as expressly authorized by the disclosing party in writing; and

     ii. Disclose or permit or cause to be disclosed the confidential information to any person except to such of that recipient's agents, officers, employees, contractors and consultants as are necessary to properly evaluate the confidential information, and only then under terms of confidentiality of the same or stricter effect as these.

4. EXCEPTIONS
   - The obligations of confidentiality shall not apply to any confidential information disclosed to either party to the extent that it:
     i. Was known to the receiving party prior to its communication by or through the disclosing party, as evidenced by the written records of the receiving party; or
     ii. Enters the public domain otherwise than by default of the receiving party or persons acquiring the same from the receiving party; or
     iii. Becomes known to the receiving party by the action of a third party not in breach of any obligation of confidentiality to the disclosing party.

5. NO RIGHTS CONFERRED
   - Neither this Agreement nor the exchange of any confidential information pursuant to the terms of this Agreement confers any rights upon the recipient in relation to any confidential information. Ownership of and the rights in relation to the confidential information remains with the party who first disclosed it and no license or right of use of the confidential information is granted except as specifically set out above.

6. RETURN OF CONFIDENTIAL INFORMATION
   - Within 3 days of receiving a written request by the disclosing party and after all accounts are settled, the recipient shall return all copies of the confidential information, including extracts or other materials derived from it which contain confidential information, to the disclosing party and delete or destroy any electronic copies of it.

7. PARTIES TO BEAR OWN COSTS
   - The parties to this Agreement shall bear the costs of performing and observing their obligations under this Agreement without charge to the other party.

8. APPLICABLE LAW
   - This Agreement shall be construed and interpreted in accordance with the laws of Australia.

9. DURATION
   - This Agreement shall terminate twenty years from its date of execution.

EXECUTED BY THE PARTIES ON THE DATE ON THE FIRST PAGE OF THIS AGREEMENT

To be completed by the partner/customer of Dienamics:

COMPANY:		WITNESS:	
Signature:		Signature:	
Name (Printed):		Name (Printed):	
Position:		Position:	

To be completed by Dienamics employees:

COMPANY:	Dienamics Ideas Moulded by Experience	WITNESS:	
Signature:		Signature:	
Name (Printed):		Name (Printed):	
Position:		Position:	