

Mutual Non Disclosure Agreement



Diversus Group

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into between **Diversus Group** (Diversus Group means Diversus Group Pty Ltd [ACN 127 936 832], Diversus Group Consulting Pty Ltd [ACN 127 914 005], Diversus Group Solutions Pty Ltd [ACN 141 242 971], Diversus Group Consulting Unit Trust [ABN 24 274 151 123] and includes its related entities, contractors, successors and assigns), ("**DG**"), of Level 5, 15 Moore Street, Canberra City, ACT 2601 and **XXXX**, a (corporation/partnership/limited liability company/ limited liability partnership/individual), located at XXXX, XXXX, City STATE POSTCODE hereinafter ("**Company**").

Company and DG are considering disclosing information for the following purpose:

- <<Insert purpose>>

In order to aid each other in the furtherance of the business relationship, each party may disclose Confidential Information to the other.

THEREFORE, the parties agree as follows:

1. "Confidential Information" means (1) any information disclosed by either party, that is marked "confidential" or otherwise marked or otherwise identified by the disclosing party in such a way as to make clear that it is confidential to the disclosing party, (2) information disclosed by any means which is by its nature confidential and which the disclosing party identifies to the receiving party as being confidential prior to or promptly after disclosure, including but not limited to current and future product plans and specifications, design information, product architecture, product strategies, cost and profit data, distribution and marketing plans, and other technical, business and financial information that a party maintains as confidential.
2. Confidential Information will remain confidential to the disclosing party. Confidential Information may only be used for the purpose identified in this Agreement. In addition, each party agrees that for a period of three (3) years from the date of disclosure, or indefinitely for source code, the disclosing party's Confidential Information will be disclosed or disseminated only to the receiving party's employees and consultants who have a need to know and who are under a similar written obligation limiting the use and disclosure of disclosing party's Confidential Information to the same extent provided in this Agreement. Neither party will copy, duplicate, reverse engineer, reverse compile or attempt to derive the composition or underlying information of any Confidential Information.
3. Each party agrees to use the same degree of care to protect the confidentiality of the Confidential Information it receives from the other party as it would use to protect its own Confidential Information. However, in no event shall such degree of care be less than a reasonable degree of care.
4. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products, as long as such development or acquisition is not in violation of the obligations of confidence of this Agreement. Either party shall be free to use for any purposes the "Residuals" resulting from access to or work with any such information, provided that either party maintains the confidentiality of the information as provided herein. The term "Residuals" shall mean information in non-tangible form that may be retained by persons who have had rightful access to the Information, including ideas, concepts, know-how, or techniques contained therein. Notwithstanding the provisions of this Section, during the term of this Agreement, neither party may avoid its obligations toward a particular item of information merely by having a person commit such item to memory so as to reduce it to a non-tangible form.
5. This Agreement shall not apply to such information that the receiving party can document:
 - (a) is in or enters the public domain through no fault of the receiving party;
 - (b) is disclosed to the receiving party by a third party without an obligation of confidentiality;
 - (c) is independently developed by the receiving party;
 - (d) is already known to the receiving party at the time of disclosure under this Agreement.
6. In the event that any disclosure of any part of the Confidential Information received by a party is required to be disclosed pursuant to any judicial or administrative proceeding, the receiving party will

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immediately after receiving notice of such action notify the disclosing party of such requirement and will comply with the reasonable and lawful directions of the disclosing party with respect to limiting the disclosure to the minimum required and subject to such restrictions as may be permitted by law, and will give the disclosing party the opportunity to seek any other legal remedies to maintain such information in confidence.

7. Except as expressly provided herein, no license or right is granted by either party to the other by virtue of this Agreement under any patent, patent application, circuit layout trade mark, copyright or any other intellectual property right with respect to the use of the Confidential Information. Neither party has made any commitment to the other, except as expressly set forth herein, and each party will bear its own costs and expenses in connection with this Agreement whether or not such a relationship comes into being.

8. Upon the disclosing party's request, all Confidential Information of that party will be returned or destroyed and the receiving party will provide certification of such destruction in writing.

9. Each party agrees not to export or re-export from Australia, directly or indirectly, any of the other party's Confidential Information, or any products using the other party's Confidential Information, to any country for which the United States government, or any agency thereof, at the time of export, requires an export license or other government approval, without first obtaining the written consent of the relevant government agency.

10. This Agreement is personal as between the parties and neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

11. Either party upon thirty (30) days prior written notice may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive for three (3) years from the date(s) of disclosure and indefinitely for source code.

12. This Agreement will be governed by the laws of the State of New South Wales excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

13. Both parties acknowledge that the above-described Confidential Information is claimed to be a valuable, special, and unique asset of the party disclosing the information and monetary damages would not be sufficient should there be any breach of this Agreement. Therefore, the disclosing party shall also be entitled to seek an injunction from a court of competent jurisdiction for the purpose of stopping or preventing any existing or anticipated breach of this Agreement, in addition to any other remedies at law. Should there be a dispute of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Effective Date _____

Diversus Group:
Name: C J Starsmeare

Company:
Name:
(Print)

By:

By:
(Signature)

Title: CEO & Director

Title: