

Joint Non-Disclosure Agreement

The undersigned parties (Parties) intend to undertake discussions, business arrangements or work which requires they share or disclose technical and commercial details (Confidential Information) for the purpose of development or commercialisation (the Project).

The Parties agree:

1. That each Party remains the author and proprietor of all intellectual property rights, designs, documents, knowledge, drawings and all other intellectual property they create.
2. To keep Confidential Information secret and confidential and to not, except as provided below, directly or indirectly disclose, publish, use or reproduce the Confidential Information to any other party without the prior consent of the disclosing Party.
3. To return or delete or destroy to the disclosing Party within 5 business days of receipt of a request, all documents, materials or records of any kind that they have in their possession and which constitute, record or otherwise contain Confidential Information.
4. The undertakings given in this agreement are to continue for a period of 5 years after the initial disclosure or as varied in writing by both parties

Confidential Information includes, but is not limited to, any or all information (whether oral, written, pictorial, electronic files, or physical samples) of, or relating directly or indirectly to the Project or any products, processes, know-how, or industrial or intellectual property rights; relating to or arising from the Project, but does not include information which:

- a) was readily available from the public domain or already known by the receiving Party prior to the date of its disclosure;
- b) becomes readily available from the public domain except where it does so by an unauthorised act or omission by the receiving Party, or
- c) is supplied by another person who is under no obligation of confidence to the undersigned; and/or who has not obtained Confidential Information directly or indirectly through any unauthorised act or omission by any person.

Cobalt Design Pty Ltd

Organisation

Authorised Representative
(Print Name)

Authorised Representative
(Signature)

Title

Date

Organisation

Authorised Representative
(Print Name)

X

Authorised Representative
(Signature)

Title

Date

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