

NON-DISCLOSURE AGREEMENT

Parties: _____

Disclosing Party:

Full Name / Company Name: _____

ABN / Identification Number: _____

Address: _____

Receiving Party:

Full Name / Company Name: _____

ABN / Identification Number: _____

Address: _____

1. Definition of Confidential Information

For the purpose of this Agreement, 'Confidential Information' means any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Receiving Party

The Receiving Party shall: (a) maintain the confidentiality of the Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care; (b) not disclose Confidential Information to any third party without prior written consent of the Disclosing Party; and (c) use Confidential Information solely for the Purpose set forth in this Agreement.

3. Exclusions from Confidential Information

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully received by the Receiving Party prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law or governmental order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates in any effort to limit or oppose such disclosure.

4. Term

This Agreement shall commence on the date of the last signature below and continue for a period of five (5) years, unless earlier terminated by mutual written agreement of the Parties.

5. Return or Destruction of Materials

Upon termination or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information in its possession or control and certify in writing that it has complied with this obligation.

6. No License or Ownership Rights

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein. All Confidential Information remains the sole property of the Disclosing Party.

7. No Warranty

All Confidential Information is provided 'AS IS' without warranty of any kind, express or implied, including but not

limited to warranties of accuracy, completeness, or fitness for a particular purpose.

8. Remedies

The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. The Parties submit to the exclusive jurisdiction of the courts of the relevant State or Territory of Australia for any dispute arising under or in connection with this Agreement.

10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties relating to confidentiality and supersedes all prior discussions, agreements, or understandings of any kind.

11. Amendments

No amendment or modification of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

14. Assignment

Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures exchanged by electronic means shall be deemed to be original.

16. Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid mail, or electronic communication to the addresses set forth above or such other addresses as designated by notice.

17. Relationship of Parties

Nothing in this Agreement creates any agency, partnership, joint venture, or employment relationship between the Parties.

18. Indemnity

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party from any damages, losses, or expenses arising out of any unauthorized use or disclosure of the Confidential Information.

19. Survival

The obligations with respect to Confidential Information shall survive expiration or termination of this Agreement for five (5) years.

20. Execution

The Parties have executed this Agreement as of the date last signed below.

DISCLOSING PARTY SIGNATURE

RECEIVING PARTY SIGNATURE

Signature: _____

Signature: _____

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