

Confidentiality and Non-disclosure Agreement

Preemptive Consulting Pty Ltd and _____ agree to enter into confidential business relationship for the purpose of defining how our products and/or companies can operate together. In order to achieve this purpose, either party may need to disclose information that it deems confidential and/or proprietary.

“Confidential/Proprietary Information” means data which a disclosing Party, or its related companies, now or in the future possesses relating to technical, business, financial, and other data generally considered by that Party to be proprietary or confidential and which:

- (a) is marked as “Confidential” or “Proprietary” or “Commercial-In-Confidence” or with a similar legend, at the time of disclosure; or
- (b) is clearly identified to the receiving Party as confidential or proprietary at the time of disclosure; or
- (c) is material that would typically be treated by a prudent business person as confidential.

Confidential Information includes pricing details and price books.

Confidential Information may include information belonging to a third party such as customers or suppliers, or potential customers or suppliers, of the disclosing Party. The contents of this Agreement constitute Confidential Information of each Party.

Therefore, it is hereby agreed that:

1. For a period of three (3) years from the date of this Agreement, the receiving party will consider as Confidential Information any information it receives from the disclosing party that is marked Company Confidential, Confidential or Proprietary or Commercial-In-Confidence. Information, which is disclosed orally, will be considered confidential at the time of disclosure if it is specifically stated as such.
2. Each party agrees to receive and maintain all Confidential Information in the strictest confidence using at least reasonable care, and, except as provided herein, shall not disclose Confidential Information

3. Upon request, the receiving party shall immediately return all tangible materials made available by the disclosing party including, but not limited to, drawings, documents, software and media without retaining any copies, notes or extracts.
4. Neither party shall have any obligations under this Agreement with respect to information which: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality; (c) becomes publicly available after disclosure through no act of the receiving party; or (d) is developed by the receiving party without breach of this Agreement.

This Agreement does not obligate either party to disclose any information to the other or to enter into any other agreement or arrangement nor shall it be construed as granting any rights by license or otherwise in any software or inventions of either party.

The parties' obligations under this Agreement shall survive the termination of their association regardless of the manner of such termination. This Agreement shall be governed as a sealed instrument under Australian law.

AGREED by the parties through their authorised signatories:

[Company Name]

Name:

Title:

Date: / /

Preemptive Consulting Pty Ltd

Adam Osborne

Title: CEO

Date: / /

Signature

Name of witness (print)

Signature of witness

Signature of witness