

# Mutual Confidentiality Agreement

## DATE OF AGREEMENT

This Mutual Confidentiality Agreement is entered into on 13 April 2016

## PARTIES

John Simth [insert ABN of the Disclosing Party] of 123 Yellow Brick Road, Sydney

Cool Coders Pty Ltd ABN 12312313 of 125 Red Brick Road, Sydney

## RECITALS

- A. The parties wish to work together for a Purpose.
- B. Each party wishes to ensure that the other party maintains the confidentiality of its confidential information.
- C. In consideration of the benefits to the parties to the disclosure of confidential information in relation to the Purpose, each party has agreed to make certain confidential information available to the other party for the Purpose in accordance with the terms and conditions set out in this agreement.

THE PARTIES AGREE AS FOLLOWS:

## 1. Definitions and Interpretation

### 1.1. Definitions

In this Agreement, the following words have the following meanings, unless expressly agreed otherwise:

**Agreement** means this Mutual Confidentiality Agreement including the attached schedule.

**Commencement Date** means the date of this Agreement specified above.

**Confidential Information** means the Purpose and all confidential information (however recorded or preserved) of the Disclosing Party that is disclosed or made available (in any form or medium), directly or indirectly, to the Recipient, and includes information defined in the Schedule as being Confidential Information of the Disclosing Party which has been or which is disclosed or communicated by the Disclosing Party directly or indirectly to the Recipient

prior to or on or after the Commencement Date, but does not include any information which is:

- (a) on receipt by the Recipient, in the public domain or which subsequently enters the public domain without any breach of this Agreement;
- (b) on receipt by the Recipient, already known by or in the possession of the Recipient and which knowledge or possession can be proven by written contemporaneous records; or
- (c) independently developed, obtained or known by the Recipient, without breaching any obligation of confidence to the Disclosing Party.

**Disclosing Party** with respect to any Confidential Information, the party that discloses the Confidential Information directly or indirectly to the Recipient.

**Purpose** means as specified in the Schedule.

**Recipient** means the party that receives Confidential Information directly or indirectly from the Disclosing Party.

### 1.1. Interpretation

In this Agreement:

- (a) Headings and underlinings are for convenience only and do not affect the construction of this Agreement.
- (b) A provision of this Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.
- (c) Currency refers to Australian dollars.
- (d) A reference to a statute or regulation includes amendments thereto.
- (e) A reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of this Agreement.
- (f) A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made.
- (g) The recitals are correct and form part of this Agreement.
- (h) A reference to time is to time in Queensland.
- (i) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.
- (j) The words "includes", "including" and similar expressions are not words of limitation.

## 2. Confidential Information

**2.1.** On and from the Commencement Date, the Recipient must:

- (a) take all reasonable steps to keep confidential and secure all Confidential Information received by the Recipient;
- (b) only use Confidential Information received by the Recipient for the Purpose