



Delivering your Project with Care...

NON-DISCLOSURE AGREEMENT – ADVANCE METAL INDUSTRIES AUSTRALIA (AMIA)

This Non-disclosure Agreement (the "Agreement") is entered into by and between Advance Metal Industries Australia (AMIA) with its principle offices at 183 Orlando Street Coffs Harbour NSW 2450 Australia ("Disclosing Party") and

Located at

("Receiving Party") for the purpose of preventing the unauthorised disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information - For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial values or other utility in the business in which Disclosing Party is engaged including, but is not limited to, any and all trade secrets, ideas, Know-How, concepts and information whether in writing or otherwise, relating either directly or indirectly to:

- (a) either Party, their licences, agents, employees or clients;
- (b) the Product;
- (c) Intellectual Property, rights or the Marketing Plan;
- (d) affairs or business, sales, marketing or promotional information;
- (e) the terms or information relating to this agreement or any other agreement with the Distributor; or
- (f) any information if it is generally considered confidential commercially.

The Receiving Party will use the Confidential information only for the purpose of the product. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, The Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information - Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly know through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party - Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosure Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement.

Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, and Confidential Information. Receiving Party shall return to Disclosing Party

POWDER COATING ◆ **BALUSTRADING** ◆ **WINDOWS & GLASS**





Delivering your Project with Care...

any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party request it in writing.

4. Time Periods - The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships - Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party from any purpose.

6. Severability - If a court finds any provision of the Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration - This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understanding. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver - The failure to exercise any right provided in the Agreement shall not be a waiver of prior subsequent rights.

The Agreement and each party's obligation shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

ON BEHALF OF THE DISCLOSING PARTY - ADVANCE METAL INDUSTRIES AUSTRALIA (AMIA)

Signature: _____

Typed or Printed Name: _____

Date: _____

ON BEHALF OF THE RECEIVING PARTY

Signature: _____

Typed or Printed Name: _____

Date: _____