

## Confidentiality agreement

Between Neo Industrial Design (“Recipient”)

and

..... (“Owner”)

Whereas.....

- The Owner possesses certain confidential and proprietary information and know how relevant to the project.
- The parties intend to enter into discussions in matters relating to the design and implementation phases of the project.
- In the course of these discussions certain data and or confidential information may be disclosed to the Recipient which is proprietary and confidential to the Owner.
- This agreement records the terms upon which the Recipient will receive, have access, use and keep confidential that proprietary information and know how. The Recipient agrees to accept in confidence such data and / or information designated as proprietary and confidential information of the Owner and will not disclose it to a third party or used it for their own benefit without first obtaining consent from the Owner. However the obligations shall not be binding on the Recipient with respect to information which is:
  - 1) demonstrably known to the Recipient at the time of disclosure
  - 2) public knowledge.
  - 3) becomes known to the public generally through no fault or other action of the Recipient.
  - 4) obtained lawfully from a third party who is not under any obligation to keep such information confidential.
  - 5) developed by the Recipients, their agents, representatives or employees as a result of their own efforts and not as a result of the disclosure of the same information by the Owner.



In order to minimise inadvertent disclosure of confidential information, the Owner agrees to mark all written information or other documents supplied to the Recipient as confidential, the Recipient agrees to the following. It will-

- i. only disclose the information to its employees who require the information for the performance of their duties and who will agree to be bound by the terms of this agreement.
- ii. return all written information received from the Owner and in the Recipients possession to the Owner upon request to do so and at the Owners expence..

The liability of the Recipient for any breach in the agreement or implied by law is limited to the maximum extent allowed by the law.

The Owner indemnifies the Recipient against any claim or proceeding and any liability, loss or expense (Including legal costs) incurred as a result of: any breach of this document by the client or knowledge of information disclosed.

This Agreement may not be amended or supplemented except in written agreement by the signed parties. The terms and conditions contained in this agreement shall be governed and interpreted in accordance with the laws of the state of New South Wales.

In order to indicate acceptance of the above mentioned terms and conditions, the parties have signed this letter in the space indicted below.

Name: .....

Title: .....

Date: .....

Name: .....

Title: .....

Date: .....

