



Digitech Corporation Pty Ltd

ABN 57 052 444 265

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NON Disclosure Agreement

This CONFIDENTIAL AGREEMENT is made the _____ day of _____, 20____
between _____ ("Receiver")
having a business at _____
and Digitech Corporation Pty Ltd ABN 57 052 444 265 ("Digitech") having a place of business at the above address.

As used herein, DIGITECH includes all its subsidiaries and this agreement includes any information that is owned by DIGITECH or its subsidiaries. DIGITECH and Receiver hereby agree that the following terms and conditions shall govern the disclosure of information by each party to the other for the following purpose:

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1. Receiver hereby recognises that it will receive or have access to certain information which is proprietary or confidential ("Proprietary Information") to DIGITECH or its licensors, including, but not limited to, trade secrets, processes, techniques, inventions, improvements, software programs, computer programs, copyrightable material, data and know-how.
 2. Receiver agrees that (a) the title to all Proprietary Information shall remain with DIGITECH and / or its licensors and all physical property shall be returned to DIGITECH promptly upon request with all copies made thereof; (b) it shall keep in confidence and trust all Proprietary Information and (c) it shall not use, publish or disclose to any third party any Proprietary Information or anything related to it without express prior written approval of DIGITECH and (d) it shall take all reasonable precautions to hold the Proprietary Information in confidence and trust, provided, however, that the Proprietary Information shall not be considered to be confidential if it is already, or otherwise becomes, publicly known through no act of the Receiver, or is independently developed by Receiver.
 3. Receiver agrees that DIGITECH is providing the Proprietary Information solely for the foregoing purpose and shall not use any Proprietary Information for any other purpose.
 4. This agreement is for the benefit of DIGITECH and any licensor having ownership of or beneficial interest in any Proprietary Information and their respective successors and assigns. This agreement shall be binding on DIGITECH, Receiver and their respective successors and assigns.

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5. In the event litigation arises in connection with this Agreement, the prevailing party shall be entitled to recover its attorney's fees and court costs, in addition to any other relief or judgement such party is entitled to receive.

6. This agreement shall be governed by and construed under the laws of Australia, as applied to agreements among residents of Australia entered into, and shall be performed, entirely with Australia.

Accepted by

DIGITECH CORPORATION Pty Ltd

ACN 052 444 265

("Receiver")

By: _____
(Authorised signature)

By: _____
(Authorised signature)

NAME (Print or type:)

NAME (Print or type:)

TITLE:

TITLE