

# NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on:

## BETWEEN

1. \_\_\_\_\_ ; and
2. MadeCurious. Limited

collectively referred to as the "Parties".

## RECITALS

- A. The Parties wish to enter into discussions to explore the feasibility and parameters of establishing a business relationship. They specifically contemplate the disclosure and receipt, by either or both Parties, of confidential or proprietary information in the course of such discussions.
- B. The Parties have entered into this Agreement to record their intentions as regards such confidential or proprietary information.

## DEFINITIONS

**Disclosing Party** means the party disclosing Proprietary Information under this Agreement.

**Proprietary Information** means any and all information about either party or their business, business plans, strategies or processes, customers, operations, finances, records, technology, data or information, whether or not such information specifically reveals processes, methodologies, technologies, financial performance or know-how relating to either party's past, current or future business activities. There shall be a presumption that any information, howsoever shared between the parties during the course of these discussions and negotiations, shall constitute Proprietary Information.

**Receiving Party** means the party receiving Proprietary Information under this Agreement.

## OPERATIVE PROVISIONS

1. In consideration of the mutual disclosures contemplated by this Agreement, the Parties hereby agree:
  - (a) to hold Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation,

all precautions any Receiving Party employs with respect to its own confidential materials); and

- (b) not to disclose any Proprietary Information or any information derived to any third person without express permission given in writing; and
- (c) not to make any use whatsoever at any time of any Proprietary Information, except to evaluate a possible relationship with the Disclosing Party; and
- (d) not to copy or reverse engineer any Proprietary Information.

Further, the Parties agree that they shall procure that any employees, agents, sub-contractors or professional advisors with whom Proprietary Information is disclosed, or who may have access to Proprietary Information, sign a nondisclosure in content substantially similar to this Agreement.

2. Without granting any right or license, the Parties agree that the obligations described in clause 1 shall not apply with respect to:
  - (a) any information after five years following the disclosure; or
  - (b) any information that the Receiving Party can document is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant, professional advisor or employee) generally available to the public, or
  - (c) any information that the Receiving Party can document was in its possession or known by it prior to receipt from the Disclosing Party (as evidenced in writing), except to the extent that such information was unlawfully appropriated; or
  - (d) any information that the Receiving Party can document was rightfully disclosed to it by a third party; or
  - (e) any information that the Receiving Party can demonstrate was independently developed without use of any Proprietary Information of the Disclosing Party.
3. Immediately upon request made in writing by the Disclosing Party, the Receiving Party will return to the Disclosing Party all Proprietary Information, and all documents or media containing any such Proprietary Information, and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.
4. The Parties agree that nothing contained in this Agreement requires the disclosure of any Proprietary Information or requires the Disclosing Party to proceed with any transaction or relationship.
5. The Parties agree that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective

directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party.

6. The failure of either party to enforce its rights under this Agreement at any time, for any period, shall not be construed as a waiver of such rights.
7. The Parties agree that the provisions of this Agreement are reasonable and necessary for the protection of the business, goodwill and reputation of the Disclosing Party.
8. The Parties agree that any breach of this Agreement will cause the Disclosing Party substantial and irreparable damages and, in addition to any other remedies that may be available at law, the Disclosing Party shall have the right to seek specific performance and any other injunctive or equitable relief.
9. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected.
10. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
11. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
12. This Agreement shall be governed by the laws of New Zealand.

## EXECUTED

On behalf of:

On behalf of MadeCurious. Limited

**By**

**By**

Signed:

Signed:

Name:

Name:

Title:

Title:

Address:

Address:

Date:

Date: