



3/18-22 LEXIA PLACE,
MULGRAVE, VIC, 3170, AUSTRALIA
PH: +61 3 9561 5810

ABN: 67 160 828 428

whistledesign.com.au
info@whistledesign.com.au

NON-DISCLOSURE AGREEMENT

Between **RECIPIENT** ("Recipient")

Whistle Design Group Pty Ltd.

ABN: 67 160 828 428

3/18-22 Lexia Place, Mulgrave, Vic, 3170, Australia

And **OWNER** ("Owner")

Name _____

Company _____

ABN _____

Address _____

Description of Confidential Information ("The Project")

Whereas ...

1. The Owner possesses certain confidential information and know how relevant to the project.
2. The parties intend to enter into discussions in matters relating to the design and implementation phases of the project.
3. In the course of these discussions certain data and/or confidential information may be disclosed to the Recipient which is confidential to the Owner.
4. This agreement records the terms upon which the Recipient will receive, have access, use and keep confidential that information and know how. The recipient agrees to accept in confidence such data and/or information designated as confidential information of the Owner and will not disclose it to a third party or use it for their own benefit without first obtaining written consent from the Owner, except where the Recipient is required to disclose the confidential information by law. The Recipient may disclose the confidential information to its legal and/or financial advisers who are bound by a duty of confidence. However, the obligations shall not be binding on the Recipient with respect to information which is:

- a. demonstrably known to the Recipient at the time of disclosure
- b. becomes known to the public generally through no fault or other action of the recipient
- c. obtained lawfully from a third party who is not under any obligation to keep such information confidential
- d. developed by the Recipients' employees, agents or representatives 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 the inadvertent disclosure of confidential information, the Recipient agrees to the following. It will –

- i. not make copies of any information disclosed to it without prior written approval of the Owner.
- ii. only disclose the information to its employees who require the information for the performance of their duties and who will be shown a copy of this Agreement and agree to be bound by its terms.
- iii. return all written information received from the Owner upon request to do so.

This Agreement may not be amended or supplemented except in writing signed by the parties. The terms and conditions contained in this agreement shall be governed and construed in accordance with the laws of the state of Victoria.

This Agreement will automatically terminate on the expiry of five years from the date of last signing of this Agreement.

In order to indicate acceptance of the above mentioned terms and conditions, the parties have signed this letter in the space indicated by a duly authorised officer.

OWNER

Name _____

Signature _____

Date _____

RECIPIENT

Name _____

Signature _____

Date _____