



ACADEMY OF
ENTREPRENEURS

NON-DISCLOSURE AGREEMENT

SIGNATURE

A handwritten signature in black ink, written over a horizontal line on a document. The signature is cursive and somewhat abstract, consisting of several loops and a long horizontal stroke.



This **NON DISCLOSURE AGREEMENT** is made between
Academy of Entrepreneurs,
(Provider)

And

Name:

Address:

(Recipient)

And is effective from the later date of the two signatures below.

1. DEFINITIONS

1.1 **Affiliate** means any entity in which the Provider has an interest, or which has an interest in the Provider, and any subsidiary of such an entity.

1.2 **Approved Purpose** means the purpose for which the Confidential Information is disclosed to the Recipient being for:

1.2.1 the Recipient to work with the Provider in assessing, developing, working on or using the Confidential Information of the Provider on projects the Provider is involved in, including the attendance at or provision of education programs of study; or

1.2.2 either party to be able to provide to the other party its goods, products or services, whether at that time or some later time.

1.3 **Confidential Information** means:

1.3.1 any information which the Provider or any Affiliate discloses in any form or medium to the Recipient during class, discussions, negotiations or otherwise in connection with the Approved Purpose, irrespective of the date of disclosure; and

1.3.2 each of the following in relation to the Provider and its Affiliates: financial and pricing data; business plans; policies; suppliers; inventions; product information; information about the Provider's marketing and/or promotion; and any information which the Recipient collects and/or develops for the Provider; and

1.3.3 the terms of this Agreement and any other agreement between the parties.

Confidential Information does not include any information which the Recipient can conclusively establish:

1.3.4 was already public knowledge at the date of disclosure or was received by the Recipient from a third party (otherwise than as a result of a breach of any obligation owed to the Provider either by the Recipient or any third party); or

1.3.5 was developed independently by the Recipient.

1.4 **Provider** means Academy of Entrepreneurs, being the party disclosing the Confidential Information, including other parties engaged with through the attendance at Academy of Entrepreneurs classes and events.

1.5 **Recipient** means the party identified above as the Recipient, being the party receiving the Confidential Information.

1.6 **Recipient's Representatives** means collectively the Recipient's employees, agents, subcontractors, consultants and advisors.

2. RESTRICTIONS ON USE

2.1 The Recipient may only use the Confidential Information for the Approved Purpose. The Recipient must not use or exploit the Confidential Information for any other purpose.

2.2 The Recipient may disclose Confidential Information to the Recipient's Representatives only to the extent necessary to advance the Approved Purpose. The Recipient must ensure that the Recipient's Representatives comply with the obligations of confidentiality set out in this Agreement. On request from the Provider, the Recipient will procure any or all of the Recipient's Representatives to execute a Non-Disclosure Agreement in this form.

2.3 Except as expressly permitted in this clause 2, the Recipient will not disclose any Confidential Information to any third party.

2.4 The Recipient will take all reasonable security precautions to protect the Confidential Information. The Recipient will use at least the same level of security to protect the Confidential Information from disclosure as it uses for its own confidential information.

2.5 The Recipient may disclose Confidential Information to a third party only to the extent required by any applicable law, by the rules of any stock exchange where the Recipient's securities are listed or by the order of a court of competent jurisdiction. Prior to any disclosure under this clause 2.5, the Recipient must notify the Provider and use its best endeavours to limit the disclosure in the manner reasonably requested by the Provider.

2.6 The Recipient may not reverse engineer, decompile or disassemble any software or other products supplied to the Recipient by the Provider.

3. RIGHTS AND REMEDIES

3.1 The Recipient must notify the Provider immediately in the event of any breach of the obligations set out in clause 2. The Recipient will cooperate with the Provider in every reasonable way to assist the Provider in regaining possession of the Confidential Information and preventing its further unauthorised use or disclosure.

3.2 At the request of the Provider, the Recipient must identify all parties (including any of the Recipient's Representatives) to whom it has disclosed Confidential Information. At the Provider's request, the Recipient must either:

3.2.1 return all originals, reproductions and summaries of Confidential Information in its possession and the possession of any third party to whom it has disclosed Confidential Information, or

3.2.2 certify that such materials containing Confidential Information have been destroyed.

3.3 The Provider may visit the Recipient's premises on reasonable prior notice during normal business hours to ensure the Recipient's compliance with the terms of this Agreement.

3.4 All Confidential Information and materials containing Confidential Information remain the property of the Provider. By disclosing information to the Recipient, the Provider does not grant any express or implied right to the Recipient arising from any patents, copyright, trade marks, or trade secret information of the Provider or any Affiliate.

4. AMENDMENT OR WAIVER

4.1 This Agreement may only be amended by a written agreement dated after this Agreement and signed by both parties.

4.2 None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of the Provider unless a further agreement has been made in the manner prescribed by clause 4.1. No waiver of any provision of this Agreement constitutes a waiver of any other provision(s) or of the same provision on another occasion.

5. GENERAL

5.1 This Agreement is governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

5.2 All obligations in this Agreement will survive any change or termination of the parties' business relationship for a period of 7 years following such change or termination.

Read and agreed to by the parties:

Name:

Academy of Entrepreneurs:

Address:

Signature:

Signature:

Name (please print):

Name (please print):

Date:

Date: