

NON-DISCLOSURE AGREEMENT (MUTUAL)

Parties:

IoT Security Mark Pty Ltd Limited (ABN 36 632 976 080)

of 10/355-365 South Gippsland Highway Dandenong South Victoria 3175 AUSTRALIA

AND

[] ([] of [])

Purpose:

The evaluation and/or implementation of a potential business relationship between the Parties.

Term:

Ongoing

Operative Provisions:

1. In this Agreement, where a Party is disclosing its Confidential Information to the other Party, it will be a "**Discloser**" and where a Party is receiving Confidential Information from a Discloser, it will be a "**Recipient**".
2. The consideration for each party entering into this Agreement is the provision of Confidential Information by the other party. Each party acknowledges that this is valuable consideration.
3. The Recipient must keep all Confidential Information in strict confidence and use it solely for the Purpose. The Recipient must ensure that only its officers with a need to know the Confidential Information for the Purpose have access to the Confidential Information. The Recipient must ensure that all such officers who have access to the Confidential Information keep the Confidential Information in strict confidence.
4. It is not a breach of this Agreement for the Recipient to disclose Confidential Information which it is obliged to disclose by law or court order. If the Recipient is required or anticipates that it may be required to do so, it must immediately notify the Discloser and use reasonable endeavours to delay and withhold disclosure until the Discloser has had a reasonable opportunity to oppose disclosure by lawful means.
5. The Recipient must destroy or return to the Discloser all of the Discloser's Confidential Information immediately upon request by the Discloser.
6. The Discloser does not make any representation or warranty that the Confidential Information does not infringe the rights of another person or as to the accuracy of the Confidential Information. Neither party is liable to the other for any infringement or inaccuracy in the Confidential Information.
7. Each Party acknowledges that, in addition, to any other remedy that may be available in law or equity, the other Party is entitled to interim, interlocutory and permanent injunctions to prevent breach of this Agreement and to ensure specific performance of the Agreement.
8. The laws of Victoria govern this Agreement. The parties submit to the exclusive jurisdiction of the Courts of Victoria.

Definitions

"**Confidential Information**" means this Agreement (including the existence of this Agreement, the Purpose (including the existence of the Purpose) and all information concerning the Discloser or which is the property of the Discloser and which is disclosed in writing, orally or by any other means to the Recipient or its representatives. It includes, but is not limited to, performance, sales, financial, contractual, marketing information or analysis, ideas, technical data and concepts originated by the Disclosing Party not previously published or otherwise disclosed to the general public, and includes any notes, copies or extracts made by the Recipient or its officers in relation to this information. Confidential Information does not include information which the Recipient can prove to the reasonable satisfaction of the Discloser:

- i. was publicly available, other than as a result of a breach of this Agreement;
- ii. that the Recipient obtained it from a third party without breach by that third party of any obligation of confidence concerning that Confidential Information; or
- iii. was already in the possession of the Recipient before being provided by the Discloser.

IoT Security Mark Pty Ltd

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Name and Position of Signatory

Name and Position of Signatory

Date

Date