



Deed Non Disclosure Agreement

IT LOGISTIX GROUP Pty Ltd
ABN: 12 098 742 977

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Parties Involved:

IT Logistix Group Pty. Ltd.

Name: Branko Ocko

Signature:

Position: Managing Director

Date:

Business Name:

Name:

Signature:

Position:

Date:

1. DEFINITIONS

1.1 In this Deed, except where the context otherwise requires:

Concept means Discloser's new concept for new social media website which involves logging wining and dining experiences.

Confidential Information means any and all information in oral, visual, written, electronic or other form which:

- (a) relates to or concerns the Concept including any and all relevant:
 - (i) know-how or trade secrets of Discloser; or
 - (ii) information about the business affairs, activities and practices of Discloser or its clientele,
- (b) is lawfully disclosed to or acquired by Recipient through Discloser or a third party authorised by Discloser to make such disclosure, whether before or after the date of this Deed; and
- (c) is generally not publicly available;

but does NOT include any information which Recipient can prove lawfully:

- (d) came into possession before disclosure by Discloser or a third party authorised by Discloser to make such disclosure; or
- (e) becomes publicly available, through no fault of Recipient or any other person owing an obligation of confidence to Discloser.

Intellectual Property Rights means any and all rights in respect of or in connection with any Confidential Information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs or trade marks throughout the world, whether such rights are afforded protection by a system of registration or not, and includes all rights to apply for registration of such rights where applicable.

Permitted Disclosure means any disclosure of Confidential Information by Recipient:

- (a) to its directors and employees PROVIDED THAT such disclosure is:
 - (i) absolutely necessary for achieving the Purposes; and
 - (ii) retained on the same terms and conditions as set out in this Deed; or
- (b) that it is legally required to make.

Purposes means the specific purposes of:

- (a) determining whether the parties wish to enter into further business relations with each other; and
- (b) discussing and negotiating any further agreements for the further development of the Concept.

2. OBLIGATIONS OF CONFIDENTIALITY

2.1 Recipient undertakes, on behalf of its directors, officers, staff and employees, to:

- (a) keep the Confidential Information absolutely secret and confidential save for Permitted Disclosures;
- (b) not copy, reproduce or store, or assist a third party to do any of those things to, the Confidential Information, except to the extent reasonably required for achieving the Purposes;
- (c) immediately notify Discloser of any breach or suspected breach of its obligations set out in this Deed or any unauthorised use, copying or disclosure of the Confidential Information; and
- (d) immediately on Discloser's demand, return or destroy all documents, reports, notes, memoranda, storage media and other material (including any copies or reproductions) containing or relating in any way to the Confidential Information, and certify by way of statutory declaration that such return or destruction has been completed.

2.2 Where Recipient is in doubt about whether certain information is Confidential Information, Recipient must treat such information as Confidential Information until such time as Discloser declares such information to be not Confidential Information.

3. ACKNOWLEDGMENTS

3.1 Recipient acknowledges that:

- (a) the Confidential Information is confidential and of value to Discloser and is unique and difficult to assess in monetary terms;
- (b) if Recipient breaches or threatens to breach this Deed, Discloser is entitled to immediate injunctive relief (in addition to other available relief);
- (c) upon creation, all rights (including any Intellectual Property Rights) in:
 - (i) the Confidential Information; and
 - (ii) any developments or improvements to the Confidential Information created or developed by Recipient,immediately vests in Discloser, and forms part of the Confidential Information.
- (d) Recipient's rights in the Confidential Information are limited to only those expressly granted by this Deed. In particular, no implied licence is granted to Recipient directly or indirectly under any patent, invention, discovery, copyright or other industrial or intellectual property right owned, made, obtained or licensable by Discloser now or in the future;

- (e) Discloser does not represent or warrant that the Confidential Information is complete, accurate or fit for any purpose; and
- (f) Nothing in this Deed requires Discloser to disclose all the Confidential Information or to enter into any further agreement with Recipient in relation to the Confidential Information or the Concept.

4. INDEMNITY

- 4.1 To the extent permitted by law Recipient agrees to indemnify, and keep indemnified, Discloser, its directors, officers, employees, staff and agents for any and all loss or damage (including consequential loss or damage) suffered by any one or more of them resulting directly or indirectly from:
- (a) Recipient acting in breach of its obligations under this Deed; or
 - (b) the acts of Recipient's directors, officers, staff, employees or other persons over whom Recipient has effective control which, if such acts were committed by Recipient, would put Recipient in breach of its obligations under this Deed.

5. GENERAL

- 5.1 In this Deed, except where the context otherwise requires:
- (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and conversely.
 - (c) The meaning of general words is not limited by specific examples introduced by the words **including** or **for example**, or similar expressions.
 - (d) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (e) A reference to a **clause**, **Schedule**, **Exhibit** or **Annexure** is a reference to a clause of, a Schedule to, an Exhibit of or an Annexure to this Deed.
 - (f) A reference to an agreement or document (including, a reference to this Deed) includes all permitted amendments, variations, supplements to or novations of that agreement or document.
 - (g) A reference to a party to this Deed or another agreement or document includes the party's successors and permitted assigns.
 - (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- 5.2 No amendment or variation of this Deed is valid or binding unless made in writing executed by the parties.
- 5.3 If any part or whole of a provision of this Deed is held to be void or unenforceable for any reason, that part or whole of that provision which is void or unenforceable is deemed severed from this Deed without otherwise affecting the validity or enforceability of the other provisions contained in this Deed.
- 5.4 Recipient must not assign any of its rights or obligations under this Deed without the written consent of Discloser. A party may not assign or transfer any of its rights or obligations under this Deed other than by novation of all of its rights and obligations under this Deed.
- 5.5 This Deed:



- (a) contains the entire agreement and understanding between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it;
- (b) is governed by the laws of Victoria, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Victoria courts and any courts of appeal from them;
- (c) binds each party and their respective successors in title and permitted assigns; and
- (d) commences upon execution and will continue indefinitely in respect of each piece of Confidential Information until it is no longer Confidential Information.