

# NON-DISCLOSURE AGREEMENT

Dated: 24 Nov 2021

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<b>Parties</b>	The Disclosing Party and Receiving Party, each as described below:	
<b>Disclosing Party</b>	Name	Paladin AI Ventures Pty Ltd
	ACN	651 630 367
	Address	57 Parklands Avenue Leonay NSW Australia 2750
	Email	shane@paladinaiventures.com
<b>Receiving Party</b>	Name	Michel Combes
	Email	michelc@drit.ml

WHEREBY THE PARTIES AGREE as follows:

## 1. Definitions

**Agreement** means this agreement together with any schedules or annexures any amendments made in accordance with this agreement;

**Confidential Information** means all information disclosed by the Disclosing Party in respect of its business either before or after the date of this agreement including any and all knowledge, ideas and concepts not reduced to material form, know-how, programming code, software, technical information and technical drawings, trade secrets, processes, techniques, products and all other intellectual property, financial and business information, product and market information and all other commercially valuable information of the Disclosing Party and all copies, notes and records and all related information made available by the Disclosing Party to the Receiving Party based on or arising out of any such disclosure. Confidential Information excludes, or as the case requires, ceases to include information which is:

- (a) expressly specified by the Disclosing Party as 'not confidential';
- (b) in the public domain;
- (c) available to the public at the date of its disclosure to the Receiving Party;
- (d) after the date of its disclosure to the Receiving Party, available to the public from sources other than the Receiving Party; and
- (e) required to be disclosed by law;

**Parties** means the parties to this Agreement and their respective successors and permitted assigns, and Party means any one of them;

**Purpose** means discussions between the Parties relating to:

- methods or techniques of the business or products of the Disclosing Party;
- the provision of services to clients by the Disclosing Party;
- trading network or trade partners or suppliers or clients of the Disclosing Party;
- due-diligence in relation to product development of the Disclosing Party;
- due-diligence into the feasibility of an investment in or a business relationship with the Disclosing Party;
- any manner of business venture, collaboration, joint venture or cooperation; or
- any disclosure of ideas, concerns, opportunities or opinions about product development, investment and collaboration matters.

**Representative** of a party means a director, officer, employee, related corporation (as defined in the *Corporations Act 2001* (Cth), representative (legal adviser or accountant) of the party.

## **2. Disclosure and use of Confidential Information**

- (a) In return for the Disclosing Party or any Representative of the Disclosing Party agreeing to disclose or make available any Confidential Information to the Receiving Party, the Receiving Party agrees:
  - (i) to use all Confidential Information of the Disclosing Party solely for the Purpose;
  - (ii) to keep confidential all Confidential Information of the Disclosing Party; and.
  - (iii) otherwise to comply with the terms of this Agreement.
- (b) The Receiving Party may disclose Confidential Information only to those of its Representatives who:
  - (i) have a need to know (and only to the extent that each has a need to know) for the Purpose;
  - (ii) are aware that the Confidential Information must be kept confidential and are subject to appropriate obligations of confidentiality; and
  - (iii) if requested by the Disclosing Party, have agreed in writing to comply with the terms of this document as if the Representative were a party to this document,or if required by law to do so.
- (c) The Receiving Party must, at its own expense:
  - (i) ensure, at all times, that each Representative to whom Confidential Information has been disclosed under clause 2(b) complies with this Agreement;
  - (ii) notify the Disclosing Party immediately if it becomes aware of a suspected or actual breach of this Agreement or any other agreements which require confidentiality to be maintained;
  - (iii) immediately take all steps reasonably required to prevent or stop the suspected or actual breach of this Agreement or any other agreements which require confidentiality to be maintained;
  - (iv) comply with any direction issued by the Disclosing Party and provide any assistance reasonably requested from time to time regarding enforcement of this Agreement or any other agreements which require confidentiality to be maintained; and
  - (v) assign any other agreements which require confidentiality to be maintained to the Disclosing Party at its request.

## **3. Security and control**

- (a) The Receiving Party must:
  - (i) establish and maintain effective security measures to safeguard Confidential Information of the Disclosing Party from disclosure, access or use not authorised by this document; and
  - (ii) keep all Confidential Information in a secure manner.

#### **4. Acknowledgements and indemnity**

- (a) The Receiving Party agrees to indemnify the Disclosing Party and its Representatives (each an "indemnatee") from and against any and all claims, losses, damages, costs, liability, expenses and legal costs (on a solicitor and own client basis and whether incurred by or awarded against the indemnatee) that the Disclosing Party or an indemnatee may sustain or incur as a result, whether directly or indirectly, of any breach by the Receiving Party of any obligation in this Agreement.
- (b) The Receiving Party acknowledges that any breach of any obligation in this document may result in the Disclosing Party suffering substantial loss and damage, and that an award of damages may be insufficient to compensate the Disclosing Party for that breach. Accordingly, in addition to other remedies that may be available, the Disclosing Party (and if applicable any other Representative of the Disclosing Party) may seek and obtain injunctive relief against such a breach or a threatened breach.
- (c) The Receiving Party acknowledges that the Disclosing Party or any of its Representatives:
  - (i) makes no representations or warranties as to the accuracy or completeness of the Confidential Information or its usefulness in achieving any purpose; and
  - (ii) to the extent not excluded by law, disclaims and excludes all liability for all claims, expenses, losses, damages and costs that the Receiving Party may incur as a result of the Confidential Information, for any reason, being inaccurate or incomplete in any way or incapable of achieving any purpose.

#### **5. Intellectual property rights**

- (a) The Receiving Party acknowledges that this document does not transfer any interest in any intellectual property, and that the Disclosing Party retains (and does not waive) any rights the Disclosing Party may have in respect of patents, trade marks, copyright, moral rights or other intellectual property or proprietary rights enforceable under the laws of any country.

#### **6. Return of Confidential Information**

- (a) The Disclosing Party may at any time give written notice to the Receiving Party that it requires the Receiving Party to cease using its Confidential Information.
- (b) On receiving a notice pursuant to clause 6(a), or upon completion of the Purpose, the Receiving Party's right to possess or use Confidential Information of the Disclosing Party ceases and the Receiving Party must immediately, at the Disclosing Party's discretion:
  - (i) return all Confidential Information to the Disclosing Party;
  - (ii) destroy and certify in writing to the Disclosing Party the destruction of all Confidential Information;
  - (iii) destroy and permit that the Disclosing Party to witness the destruction of all Confidential Information; or
  - (iv) destroy all copies, summaries, notes or reproductions of, all Confidential Information of the Disclosing Party in the Receiving Party's possession or control.

#### **7. Non-Solicitation**

- (a) The Receiving Party must not accept any appointment or engagement with, or render any services to the Disclosing Party's clients at any time from the date of this agreement and for a period of two years following the termination of this agreement, except for any clients referred by the Receiving Party or any existing clients of the Receiving Party as of the date of this agreement.
- (b) The Receiving Party agrees to take whatever steps are necessary in order to ensure that its Representatives will not accept any appointment or engagement with, or otherwise render any services to the Disclosing Party's clients at any time from the date of this agreement and for a period of two years following the termination of this agreement, except for any clients referred by the Receiving Party or any existing clients of the Receiving Party as of the date of this agreement.

## **8. Continuing obligations**

- (a) The obligations of confidentiality under this document continue indefinitely and apply to the Receiving Party (in addition to any permitted assignee) after assignment or termination of this document or completion of the Purpose.

## **9. General**

- (a) Neither Party must assign or otherwise transfer any or all of its obligations arising out of this document without the written consent of the other Party.
- (b) Where any clause or part of a clause is ineffective it may be severed without affecting any other part of this Agreement.
- (c) No right under this agreement is waived or deemed to be waived except by notice in writing signed by the Party waiving the right.
- (d) The failure to exercise, or any delay in exercising, any right, power or remedy by a Party does not operate as a waiver or an election to abandon the right to exercise any right, power or remedy.
- (e) This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

## **10. Governing law**

This agreement will be governed by and interpreted in accordance with the laws of the state of New South Wales, Australia and both parties submit to the non-exclusive jurisdiction of the courts of the state of New South Wales, Australia.

## EXECUTED AS AN AGREEMENT

### DISCLOSING PARTY

**SIGNED by Paladin AI Ventures Pty Ltd** )  
in accordance with section 127(1) of the )  
*Corporations Act 2001* (Cth) by authority )  
of its sole director: )

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Shane Hans Muller

### RECEIVING PARTY

**SIGNED by Michel Combes:** )  
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Signer ID: 3QPCKO8JA6...

Signature of Michel Combes