**Confidentiality Agreement (One-Way)**

{$USR\_Business}

AND

{$PT2\_Business}

This Confidentiality Agreement (One-Way) (Agreement) between the parties named at the end of this document, is effective as of the Effective Date identified at the end of the Agreement. In consideration of the mutual obligations and other provisions of this Agreement, the parties agree to the following terms and conditions:

1. Definitions

# In this Agreement, except where the context otherwise requires:

# **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 {$USR\_ABV}; or (ii) information about the business affairs, activities and practices of {$USR\_ABV} or its clientele; (b) is lawfully disclosed to or acquired by {$PT2\_ABV} through {$USR\_ABV} or a third party authorised by {$USR\_ABV} to make such disclosure, whether before or after the date of this Agreement; and (c) is generally not publicly available; but does not include any information which {$PT2\_ABV} can prove lawfully; (d) came into their possession before disclosure by {$USR\_ABV} or a third party authorised by {$USR\_ABV} to make such disclosure; or (e) becomes publicly available, through no fault of {$PT2\_ABV} or any other person owing an obligation of confidence to {$USR\_ABV}.

# **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.

# **Parties.**

# **{$USR\_ABV}** means {$USR\_Name};

# **{$PT2\_ABV}** means {$PT2\_Name}.

# **Permitted Disclosure** means any disclosure of Confidential Information by {$PT2\_ABV}: (a) to its directors and employees (if applicable) 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 Agreement; or (b) that it is legally required to make.

# **Obligations of Confidentiality**

# {$PT2\_ABV} undertakes, on behalf of its directors, officers, staff and employees, to (a) keep the Confidential Information absolutely secret and confidential save for Permitted Disclosures; (b) not copy, reproduce or store, or assist a third party to do any of those things to, the Confidential Information, except to the extent reasonably required for achieving the Purposes; (c) immediately notify {$USR\_ABV} of any breach or suspected breach of its obligations set out in this Agreement or any unauthorised use, copying or disclosure of the Confidential Information; and (d) immediately on {$USR\_ABV}’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.

# Where {$PT2\_ABV} is in doubt about whether certain information is Confidential Information, {$PT2\_ABV} must treat such information as Confidential Information until such time as {$USR\_ABV} declares such information to be not Confidential Information.

# **Acknowledgments**

# {$PT2\_ABV} acknowledges that: (a) the Confidential Information is confidential and of value to {$USR\_ABV} and is unique and difficult to assess in monetary terms; (b) if {$PT2\_ABV} breaches or threatens to breach this Agreement, {$USR\_ABV} 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 {$PT2\_ABV}, immediately vests in {$USR\_ABV}, and forms part of the Confidential Information. (d) {$PT2\_ABV}’s rights in the Confidential Information are limited to only those expressly granted by this Agreement. In particular, no implied licence is granted to {$PT2\_ABV} directly or indirectly under any patent, invention, discovery, copyright or other industrial or intellectual property right owned, made, obtained or licensable by {$USR\_ABV} now or in the future; (e) {$USR\_ABV} does not represent or warrant that the Confidential Information is complete, accurate or fit for any purpose; and (f) Nothing in this Agreement requires {$USR\_ABV} to disclose all the Confidential Information or to enter into any further agreement with {$PT2\_ABV} in relation to the Confidential Information or the Concept.

# **Indemnity**

# To the extent permitted by law {$PT2\_ABV} agrees to indemnify, and keep indemnified, {$USR\_ABV}, 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) {$PT2\_ABV} acting in breach of its obligations under this Agreement; or (b) the acts of {$PT2\_ABV}’s directors, officers, staff, employees or other persons over whom {$PT2\_ABV} has effective control which, if such acts were committed by {$PT2\_ABV}, would put {$PT2\_ABV} in breach of its obligations under this Agreement.

# **General**

# In this Agreement, 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 an agreement or document (including, a reference to this Agreement) includes all permitted amendments, variations, supplements to or novations of that agreement or document; (f) A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted assigns.

# No amendment or variation of this Agreement is valid or binding unless made in writing executed by the parties.

# If any part or whole of a provision of this Agreement 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 Agreement without otherwise affecting the validity or enforceability of the other provisions contained in this Agreement.

# {$PT2\_ABV} must not assign any of its rights or obligations under this Agreement without the written consent of {$USR\_ABV}. A party may not assign or transfer any of its rights or obligations under this Agreement other than by novation of all of its rights and obligations under this Agreement.

# This Agreement: (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 courts of the {$REF\_State} 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.

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| --- | --- |
| Concept | means {$USR\_ABV}’s new concept, namely {$Concept}. |
| Purposes | means the specific purposes of:  {listif $Pmt\_Services == "1"}  (a) {$PT2\_ABV} providing services to {$USR\_ABV} regarding the Concept{if !empty($Pmt\_Negotiate) or !empty($Pmt\_Other) or !empty($Pmt\_Business)};{else}.{/if}  {/listif}  {listif $Pmt\_Negotiate == "2"}  (b) discussing and negotiating any further agreements for the further development of the Concept{if !empty($Pmt\_Other) or !empty($Pmt\_Business)};{else}.{/if}{/listif}  {listif $Pmt\_Other == "4"}  (c) {$Purpose}{if !empty($Pmt\_Business)};{else}.{/if}{/listif}  {listif $Pmt\_Business == "3"}  (d) determining whether the parties wish to enter into further business relations with each other.{/listif} |

**By signing below** the parties accept and acknowledge the terms of this Agreement, by their duly authorised signatories.

{$USR\_Name|upper} {$PT2\_Name|upper}

{if !empty($USR\_ABN)}ABN {$USR\_ABN|abn\_format}{/if} {if !empty($PT2\_ABN)}ABN {$PT2\_ABN}|abn\_format{/if}

**Signature: Signature:**

**Name:** {$USR\_Signatory\_FN} {$USR\_Signatory\_LN} **Name:** {$PT2\_Signatory\_FN} {$PT2\_Signatory\_LN}

**Role:** {$USR\_Signatory\_Role} **Role:** {$PT2\_Signatory\_Role}

**EFFECTIVE DATE:** {$Eff\_date|date\_format:d F Y}.

{$DISPLAY\_NAME} {$DISPLAY\_EMAIL} {$Login\_ID}

TEST formatted

USR Abn: {if !empty($USR\_ABN)}ABN {$USR\_ABN|phone\_format:%2 %3 %3 %3}{/if}

Pt2 abn: {if !empty($PT2\_ABN)}ABN {$PT2\_ABN|phone\_format:%2 %3 %3 %3}{/if}