

# Non-Disclosure Agreement

**Agreement between** 3DEPO.com, a So Much IP platform with registered ABN 42 886 214 810, hereinafter referred to as "3DEPO" and

**Company:** \_\_\_\_\_ **ABN:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Hereinafter referred to as "Disclosing Party"

**Disclosing party Project title:** \_\_\_\_\_

Hereinafter referred to as "Project"

"Confidential Information" means confidential technical, commercial or information of the Disclosing Party (whether oral, written or pictorial) of, or relating directly to the Project but does not include information which (i) was in the public domain, or in the Recipient's possession prior to the date of this agreement; (ii) comes into the public domain after the date of this agreement; (iii) is supplied to the Recipient by another party who is under no obligation of confidence to the Disclosing Party.

## Agreement

1. 3DEPO acknowledges that the Confidential information provided or conveyed to it concerning the Project is made available by the Disclosing Party for the purpose of considering, advising on, and/or evaluating the Project.
2. 3DEPO undertakes that it will not use the Confidential information so provided for any other purpose than as stated in Clause 1 above without the consent of the Disclosing Party.
3. 3DEPO undertakes that it will not disclose the Confidential Information provided to any other party, nor publish, use, reproduce or copy the Confidential Information, or allow it to be published, used, reproduced or copied by any other party without the prior consent of the Disclosing Party except:
  - I. as necessary for the purpose outlined in Clause 1
  - II. as required by law
  - III. as permitted by the Disclosing Party
4. 3DEPO undertakes to maintain effective security measures to protect the Confidential Information from unauthorised access or disclosure.
5. On the request of the Disclosing Party, 3DEPO undertakes to deliver up all the Confidential Information provided by the Disclosing Party within 14 days (fourteen days).
6. 3DEPO acknowledges that any breach of the terms and conditions of this agreement may result in legal action.

## Disclosing Party

**Name (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Witness (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 3DEPO

**Name (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Witness (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_