

Mutual Non-Disclosure Agreement (NDA)

This agreement is made between **Soundwave Communications Pty. Ltd.**, whose operations are located at 114 Cardigan Street, Carlton, Victoria 3053, and the legal entity listed at bottom of this document.

Whereas the parties are discussing certain matters which require each party to disclose certain proprietary information (the "Information") to the other party. Whereas the party disclosing Information shall hereinafter be referred to as the "Disclosing Party", and the party receiving such Information shall hereinafter be referred to as the "Receiving Party". Now, therefore in consideration of the mutual receipt of Information and the mutual promises made herein, the parties agree as follows:

- 1)** Any written or other media Information that is intended to be covered by this Agreement shall be marked by the Disclosing Party as "proprietary", "secret" or "confidential". Any oral Information that is intended to be covered by this Agreement shall be identified at the time of disclosure.
- 2)** Information includes concepts, processes and technology that may contribute to a patent or trademark application.
- 3)** All proprietary, secret or confidential Information of the Disclosing Party is acknowledged by the Receiving Party to be the property of the Disclosing Party and the disclosure of such Information shall not be deemed to grant or confer any rights in that Information by license or otherwise to the Receiving Party.
- 4)** The Receiving Party will restrict the Information to the officers and employees of the Receiving Party with a need to know and will not disclose the Information to any other persons. Further the Receiving Party will not use the Information otherwise than for the purposes for which it was disclosed.
- 5)** The Receiving Party shall have fulfilled its obligations hereunder by exercising the same procedures and safeguards as used in conjunction with its own Information for the purposes of preventing the disclosure of Information and the access of unauthorised persons to the Information.
- 6)** The Disclosing Party may request in writing at any time that any written Information disclosed pursuant to the terms of this Agreement and any copies thereof be returned and the Receiving Party shall comply with any such request within seven (7) days of receipt.
- 7)** This Agreement shall come into effect upon the signing hereof and shall not have a fixed term, but either party may terminate this Agreement at any time upon giving thirty (30) days notice in writing to the other, the responsibilities under this agreement to survive such termination.

8) The obligations pursuant to this Agreement shall operate in full force and effect during its term and shall in respect of the obligations of non-disclosure continue for a period of three (3) years following the termination of this Agreement and shall be binding upon the parties hereto and their respective successors and assigns but shall not operate in respect of any Information or portion of such Information that:-

- a)** is in the possession of the Receiving Party prior to receipt from the Disclosing Party;
- b)** is or becomes publicly known, otherwise than as a consequence of a breach of this Agreement;
- c)** is developed independently by the Receiving Party;
- d)** is disclosed by the Receiving Party to satisfy a legal demand by a competent court of law or governmental body, provided however that in these circumstances the Receiving Party shall advise the Disclosing Party prior to disclosure;
- e)** is disclosed to a third party pursuant to written authorisation from the Disclosing Party;
- f)** relates to general concepts of computer hardware and software technology;
- g)** is received from a third party without similar restrictions and without breach of this agreement.

9) This Agreement shall be governed and construed in accordance with the laws of Australia.

Executed on behalf of:

Soundwave Communications Pty. Ltd.

By authorised representative:

Name

Signature

____ / ____ / ____
Date

Executed on behalf of:

Entity / Company Name

By authorised representative:

Name

Signature

____ / ____ / ____
Date