
Non-Disclosure Agreement

15th May 2009
Version 1.0

This **AGREEMENT** made on the _____ day of _____, _____.
(day) (month) (year)

1.0 Scope of this Non-Disclosure Agreement

1.1 The parties

This Non-Disclosure Agreement exists between Hollowpoint Pty Ltd (and its representatives)

and

(individual or company representative)

of

(individual or company's address)

1.2 Commencement date of the Non-Disclosure Agreement

This Non-Disclosure Agreement commences on the date indicated at the top of this page.

1.3 The purpose of the Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect confidential information and intellectual property developed for and owned by both parties to this contract.

2.0 Confidential Information and Intellectual Property

2.1 Definition of Confidential Information and Intellectual Property

- Information about the affairs and activities of both parties.
- Information about the business practices of both parties, including but not limited to:
 - business processes,
 - development plans,
 - accounting,
 - strategic alliances.
- Information about clients, client list, and client requirements.
- Databases and software programs developed by or for either party.
- Ideas and development plans for new products and services, including, but not limited to:
 - Logic and process flowcharts,
 - Diagrammatic representations of functionality and any other aspect of the product and/or service,
 - Functional specifications.
 - Screen layouts and mock-ups.
 - Entity-relationship diagrams.
 - Formal code and other programming/pseudo-code documents.
 - Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and / or currently being developed by either party.
- Information and Intellectual Property (as described above) developed by students/contractors at the direction of either party.

2.2 Form of Confidential Information and Intellectual Property

Confidential Information and Intellectual Property may be:

- Oral, written, electronic or other machine readable form;
- Translated from the original, modified, updated, or altered;
- Originated or obtained by either party.

3.0 Responsibilities to Parties

3.1 You agree to the following conditions:

1. You acknowledge that information and intellectual property, owned by or developed for either party is the exclusive property of said party .
2. You will not disclose or attempt to disclose any Confidential Information and / or Intellectual Property owned by the other party.
3. You will not use or attempt to use any of the Confidential Information and / or Intellectual Property owned by the other party for your own benefit or for the benefit of any other person or entity.
4. You will not make or take any copies of any of the Confidential Information and / or Intellectual Property owned by the other party .
5. You must ensure the secure custody of the Confidential Information and / or Intellectual Property owned by the other party and must take all reasonable precautions to prevent the access, use, or disclosure of this information by third parties.
6. You must destroy or return any Confidential Information and Intellectual Property to the relevant party at the direction of the party concerned .
7. You continue to be bound by conditions 1 through to 7 (inclusively) until released in writing by the other party.

EXECUTION

Executed as an Agreement in Queensland, Australia

SIGNED for and on behalf of Hollowpoint Pty Ltd by its duly appointed officer	<hr/> <hr/>
SIGNED BY	<hr/> <p>(individual or company representative - signature)</p> <hr/> <p>(Individual or company representative's name – in print)</p>