

CONFIDENTIALITY AGREEMENT

“Disclosing Party”

“Recipient”

and

Name:

Name:

Company:

Company: Deep Orange Design

Address:

Address: PO Box 49, Moffat Beach
 QLD 4551

“The Project” is as described hereunder:

Project Title:

Brief Description:

“Confidential Information” means confidential technical, commercial or information of the Disclosing Party (whether oral, written or pictorial) of, or relating directly to the Project and does not exclude 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.

TERMS OF AGREEMENT

1. The Recipient 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. The Recipient 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. The Recipient 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 **but with Disclosing Party’s consent.**
 - (ii) **as required by law with Disclosing Party’s knowledge.**
 - (iii) as permitted otherwise by the Disclosing Party.
4. The Recipient undertakes to maintain effective security measures to protect the Confidential Information from unauthorised access, use or disclosure.
5. On the request of the Disclosing Party the Recipient undertakes to deliver up all the Confidential Information provided by the Disclosing Party within 14 days (fourteen days).
6. The Recipient acknowledges that any breach of the terms and conditions of this agreement may result in legal action and damages payable to the Disclosing Party.

AUTHORISATION

Date: _____

Recipient	Disclosing Party
..... Name (Printed) Name (Printed)
..... Signature Signature