

Non-Disclosure Agreement

Terms and Conditions

1. Definitions

1.1. The terms are defined as follows:

Confidential Information includes, but is not limited to:

- (a) Feedback shared by participants in the Discloser's workshops or forums;
- (b) any commercially sensitive or valuable documentation or information of the Discloser;
- (c) any analytical information, business methods, business plans, concepts, designs, ideas, information, knowledge, know-how, intellectual property, inventions, operating procedures, processes, software code, technology, techniques, or trade secrets; and
- (d) notes, records and related information generated by the Recipient from the Confidential Information or generated by the Recipient for the Discloser or the Purpose, including any copies of the Confidential Information, and copies of the notes, records and related information generated,

whether or not such information is reduced to a tangible form or marked in writing as "confidential" or is provided orally, and whether it is disclosed by the Discloser to the Recipient or received, acquired, overheard, or learnt by the Recipient in any way whatsoever.

Term means 2 years from the date that the last Party has accepts this Agreement.

2. Acceptance

- 2.1. This Agreement is entered into between Asthma Australia Ltd (ACN 609 156 630 (**we, us or our**) and you, together the Parties and each a Party.
- 2.2. By clicking on "I accept" (or similar button or checkbox) or by attending one of our workshops or forums, you accept this Agreement.

3. Confidentiality obligations

3.1. The Recipient agrees for the duration of the Term to:

- (a) not disclose the Confidential Information to any third party;
- (b) only use the Confidential Information for the Purpose;
- (c) protect the Confidential Information from unauthorised disclosure and immediately notify the Discloser of any loss or unauthorised use or disclosure of Confidential Information; and
- (d) only disclose Confidential Information to its employees or contractors on a strictly need to know basis for the Purpose and ensure that such personnel are subject to confidentiality obligations at least as extensive as those contained in this Agreement.

3.2. The obligations under clause 3.1 do not apply to information:

- (a) which the Discloser expressly agrees in writing is free of any non-disclosure obligations;
- (b) which is lawfully received by the Recipient or any of its Personnel from a third party, free of any non-disclosure obligations;
- (c) that is already in the public domain, except as a result of the Recipient's (or its Personnel's) breach of this Agreement ; and
- (d) that must be disclosed by law, regulation or an order of a court, provided that the Recipient only discloses that portion of the Confidential Information is required to be disclosed by law.

2. Mutual acknowledgements

2.1 The Parties acknowledge and agree that:

- (a) this Agreement will operate for the Term;
- (b) as between the Parties, the Discloser owns all intellectual property and other proprietary rights in any materials, documentation, processes or other work that it provides to the Recipient, and that nothing in this Agreement constitutes a transfer of any of those rights to the Recipient;
- (c) the Recipient may provide feedback to the Discloser about its services, or in the course of a workshop or forum (**Feedback**). The Recipient assigns all intellectual property rights in the Feedback to the Discloser and agrees to do all other things necessary to assure the Discloser's title in such rights;
- (d) all Confidential Information is provided on an "as is" basis for use by the Recipient at its own risk;
- (e) monetary damages may not be an adequate remedy for the Discloser in relation to any loss and/or damage suffered as a result of the Recipient's breach of its confidentiality obligations, and the Discloser is entitled to seek an injunction, specific performance or any other remedy available at law or in equity to protect its Confidential Information from breach (or threatened or continuing breach) of this Agreement by the Recipient; and
- (f) upon expiry or termination of this Agreement, or upon the Discloser's request, the Recipient must immediately return to the Discloser, and/or destroy (and provide evidence to the Discloser of such destruction) any Confidential Information in the Recipient's possession or control.

3. General

3.1 **Governing law:** This Agreement is governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.