



NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement ("Agreement") is entered into on the ____ day of _____, **2024**, by and between JAMM (AUS) PTY LTD, a company registered under the Australian Business Number (ABN) 49 142 533 239, with a mailing address of PO Box 213 Ashgrove QLD 4060 AUSTRALIA ("Disclosing Party"), and _____, with a mailing address of _____ ("Receiving Party").

1. Purpose:

The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information") for the purpose of _____.

2. Definition of Confidential Information:

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. This includes, but is not limited to, business strategies, customer lists, data, technical processes, and proprietary software for any of the JAMM brands including, but not limited to:

m7, JammRecruit, JammTrain, JammAccredit.

If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide the Receiving Party with written confirmation that such oral communication constituted Confidential Information within 15 days of the oral disclosure.

3. Exclusions from Confidential Information:

Confidential Information does not include information that:

- (a) is or becomes publicly known through no fault of the Receiving Party;
- (b) was in the Receiving Party's possession before disclosure by Disclosing Party;
- (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality;
- (d) is independently developed by the Receiving Party.

4. Obligations of Receiving Party:

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. Upon request by the Disclosing Party, any materials or documents that have been furnished by the Disclosing Party to the Receiving Party shall be promptly returned or destroyed, as directed by the Disclosing Party.

**5. Non-Circumvention and Non-Compete:**

The Receiving Party agrees not to circumvent the purpose of this Agreement and not to directly or indirectly engage in any business activities that compete with the Disclosing Party using the Confidential Information.

6. Remedies for Breach:

The Receiving Party acknowledges and agrees that any breach of this Agreement may cause the Disclosing Party significant and irreparable harm and, therefore, upon any such breach or threat thereof, the Disclosing Party shall be entitled to injunctive relief, damages, and legal fees.

7. Jurisdiction and Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia, without regard to its conflict of laws principles. Any disputes under this Agreement shall be resolved in the courts of Queensland, Australia.

8. Assignment:

This Agreement may not be assigned by the Receiving Party without the express written consent of the Disclosing Party.

9. Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

10. Signatures:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DISCLOSING PARTY

Signature: _____

Typed or Printed Name: _____

Date: _____

RECEIVING PARTY

Signature: _____

Typed or Printed Name: _____

Date: _____