

BETWEEN

**FLEET SPACE TECHNOLOGIES PTY LTD
ACN 607 948 729**

and

**THE COLLABORATING PARTY
NAMED IN THIS AGREEMENT**

NON-DISCLOSURE AGREEMENT (MUTUAL)

THIS AGREEMENT is made the day of 2018

BETWEEN:

FLEET SPACE TECHNOLOGIES PTY LTD ACN 607 948 729

of Fleet Space Technologies Pty Ltd, 8a Myer Court, Beverley SA 5009, AUSTRALIA ('the Company')

AND

XXXX ('the Collaborating Party')

RECITALS

- A. The Company is a company incorporated in Australia developing and commercialising satellite-related technologies and services.
- B. The Company and the Collaborating Party have agreed to disclose information to each other to be treated as Confidential Information for the Approved Purposes in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions

- 1.1. The following words have these meanings in this Agreement unless the contrary intention appears:
 - 1.1.1. **'Approved Purposes'** means the purposes described item 4 of the Schedule.
 - 1.1.2. **'Completion Date'** means the date the Confidential Information is delivered to a Disclosing Party, or destroyed or erased pursuant to Clause 4.1 of this Agreement.
 - 1.1.3. **'Confidential Information'** means Information which is or has been disclosed (whether orally, electronically or in writing) to, or otherwise obtained by, a Receiving Party from the Disclosing Party, other than any such Information, which a Receiving Party can establish:
 - (a) was in the public domain at the time of its provision by the Disclosing Party;
 - (b) became part of the public domain after its provision by the Disclosing Party, otherwise than through a disclosure by a Receiving Party or any person to whom it has disclosed Confidential Information;
 - (c) is or came lawfully into the possession of a Receiving Party otherwise than as a result of a disclosure in breach of an obligation of confidence owed to the Disclosing Party;

- (d) is independently developed in good faith by employees of a Receiving Party in the course of their employment who did not have access to the Confidential Information at the time such information was developed.

1.1.4. **'Disclosing Party'** means either the Company or the Collaborating Party when disclosing Confidential Information to the other.

1.1.5. **'Information'** includes but is not limited to information relating to a party's operations, processes, plans or intentions, research and development, production information, financial statements, know-how, data, formulae, expertise, methodology, drawings, specifications, intellectual property rights, design rights, trade secrets, market research, commercial opportunities and business affairs.

1.1.6. **'Receiving Party'** means either the Company or the Collaborating Party when receiving Confidential Information from the other.

1.1.7. **'Representative'**, in relation to either the Company or the Collaborating Party, means an officer or employee, consultant or subcontractor of either party.

2. Confidentiality

2.1. Each of the Collaborating Party and the Company acknowledge that the other's Confidential Information is valuable and undertakes to keep the other's Confidential Information secret and to protect and preserve the confidential nature and secrecy of the other's Confidential Information.

2.2. In consideration for either the Collaborating Party or the Company disclosing Confidential Information to the other, each Receiving Party undertakes to deal with the Confidential Information in accordance with the terms of this Agreement.

2.3. Each Receiving Party:

2.3.1. may only use or reproduce Confidential Information for Approved Purposes;

2.3.2. must not disclose Confidential Information to any person except as permitted by this Agreement;

2.3.3. must not permit unauthorised persons to have access to the Confidential Information;

2.3.4. must not make, assist or permit any person (including its Representatives) to make any unauthorised use, disclosure or reproduction of the Confidential Information;

2.3.5. shall make reasonable efforts to ensure that any person who has access to Confidential Information does not make any unauthorised use, reproduction or disclosure of that information; and

2.3.6. shall co-operate with the Disclosing Party in any reasonable action which it may take to protect the confidentiality of the Confidential Information.

2.4. The obligations of confidentiality imposed by this Agreement are continuing obligations and survive the Completion Date.

3. Receiving Party's Representatives

3.1. Each Receiving Party may disclose Confidential Information to a Representative of the Receiving Party requiring the information for Approved Purposes or to its legal advisers in order to advise the Receiving Party in relation to its rights under this Agreement, but in each case, only to the extent necessary for the relevant purpose, and provided that such persons are placed under obligations no less onerous than those set out in this Agreement.

3.2. Each Receiving Party shall remain responsible for the actions of its Representatives (whether or not still employed or engaged in that capacity) and shall indemnify the Disclosing Party in relation to any act or omission of its Representatives which, if done or omitted to be done by a Receiving Party, would be a breach of a Receiving Party's obligations under this Agreement.

4. Return of Confidential Information

4.1. Upon request and at the time when the Confidential Information is no longer required for the Approved Purposes, each Receiving Party shall deliver to the Disclosing Party (or with the Disclosing Party's prior consent, destroy or erase) all documents containing, or other material forms of, Confidential Information in the possession, power or control of the Receiving Party or any of its Representatives (whether created by the Receiving Party or the Disclosing Party); and

4.2. Return of the Confidential Information under clause 4.1 does not release a Receiving Party or its Representatives from their obligations under this Agreement.

5. No Partnership

The parties acknowledge that this Agreement does not create any partnership, agency or further relationship between the parties.

6. No Transfer of IP

The parties acknowledge that this Agreement does not transfer any interest in any Intellectual Property.

7. No Reliance

Each party warrants that it has not relied upon or been influenced by any conduct or representation(s) of the other party which have not been expressly set out herein.

8. No Waiver

None of the provisions of this Agreement are to be waived, varied, discharged or released unless agreed in writing by the parties.

9. Severance

Should any provision of this agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

10. Additional Obligations

The confidentiality obligations arising out of this Agreement are in addition to any obligations of confidence at common law or equity.

11. Governing Law

This agreement is governed by the laws of South Australia, Australia.

SCHEDULE

1 The Collaborating Party

XXXX:

ACN/ABN (if applicable):

Address:

Email:

Phone:

2 The Company's Confidential Information

Information relating to the commercial activities of the Company, both current and prospective, including information about the Company's products, services, pricing and commercial terms.

For companies and contractors providing technical support services to Fleet, confidential information includes all technical specifications and settings, product designs and implementations and internal photographs of products and equipment.

3 The Collaborating Party's Confidential Information

Information relating to the commercial activities of the Collaborating Party both current and prospective, including information about the Collaborating Party's products, services, pricing and commercial terms.

4 Approved Purpose

The parties agree to exchange information to further both parties' technical and business development objectives.

Execution page

The laws of South Australia shall govern this Agreement.

SIGNED for and on behalf of **FLEET SPACE TECHNOLOGIES PTY LTD ACN 607 948 729**

.....
Authorized Officer

In the presence of:

.....
Witness

Name (printed)

SIGNED for and on behalf of **the Collaborating Party**

.....
Authorized Officer

In the presence of:

.....
Witness

Name (printed)