

Mutual Non-Disclosure Agreement

Signed by AW Labs Pty Ltd. Accepted by the Client via written email reply to admin@awlabs.com.au.

DISCLOSING PARTY

The Client

Full details including legal name, ABN, address, and contact information will be captured in the formal proposal once both parties proceed.

RECEIVING PARTY

AW Labs Pty Ltd

ABN: 32 698 684 105
admin@awlabs.com.au
awlabs.com.au

PREAMBLE

Background

The Client ("Disclosing Party") intends to share confidential and proprietary information with AW Labs Pty Ltd ("Receiving Party") in connection with a potential business relationship involving the development of apps, software, digital products, and marketing strategies. AW Labs Pty Ltd may also share information with the Client in the course of that engagement.

This Agreement governs the use, protection, and non-disclosure of all such information by both Parties. It becomes binding upon signature by AW Labs Pty Ltd and written acceptance by the Client via email reply.

CLAUSE 01

Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any information disclosed by either Party to the other, whether orally, in writing, digitally, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

- App concepts, designs, wireframes, prototypes, and source code
- Software architecture, algorithms, databases, and technical documentation
- Marketing strategies, campaign plans, creative briefs, and advertising materials
- Business models, pricing, financial projections, and revenue data
- Intellectual property including trademarks, patents (pending or granted), trade secrets, and proprietary methods
- Ideas, concepts, and innovations discussed in consultation or discovery sessions
- Client lists, supplier details, and any third-party arrangements
- Any information provided via email, video call, shared screen, or document

CLAUSE 02

Obligations of the Receiving Party

AW Labs Pty Ltd, as the Receiving Party, agrees to:

- Hold all Confidential Information of the Client in strict confidence

- Not disclose Confidential Information to any third party without the prior written consent of the Client
- Use Confidential Information solely for the purpose of evaluating or carrying out the proposed business relationship
- Limit internal access to Confidential Information to those employees, contractors, or agents who need to know it and who are bound by equivalent confidentiality obligations
- Notify the Client promptly upon becoming aware of any actual or suspected unauthorised disclosure

The Client likewise agrees to hold any Confidential Information shared by AW Labs Pty Ltd in the course of the engagement to the same standard.

Permitted General Disclosure: Notwithstanding the above, AW Labs Pty Ltd is permitted to refer to the existence of a client engagement in general terms solely for the purposes of internal business development, team coordination, or capacity planning. Such reference must not include any identifying information, proprietary details, project specifics, or any other Confidential Information of the Client. This carve out does not permit AW Labs Pty Ltd to name the Client, describe the nature of the Client's product, or disclose any information that could reasonably identify the Client or their engagement.

CLAUSE 03

Protection of Apps, Software and IP

AW Labs Pty Ltd acknowledges that any app concepts, software products, platforms, tools, digital systems, or business ideas shared by the Client under this Agreement are the sole intellectual property of the Client. Similarly, any methods, processes, tools, or materials shared by AW Labs Pty Ltd remain the sole intellectual property of AW Labs Pty Ltd. Nothing in this Agreement transfers, licences, or assigns any intellectual property rights to either Party.

AW Labs Pty Ltd shall not copy, replicate, reverse engineer, repurpose, or build upon the Client's apps, software, or intellectual property without explicit written authorisation. The Client shall afford the same protection to any of AW Labs Pty Ltd's disclosed materials.

Any ideas, concepts, or innovations shared during consultation sessions remain the intellectual property of the Party who originated them, regardless of whether those ideas are ultimately developed into a product.

CLAUSE 04

Exclusions

The obligations in this Agreement do not apply to information that:

- Was already in the receiving Party's possession prior to disclosure, without restriction
- Is or becomes publicly available through no fault of the receiving Party
- Is independently developed by the receiving Party without use of or reference to the Confidential Information
- Is received from a third party who is not under any confidentiality obligation with respect to it
- Must be disclosed by law, court order, or regulatory requirement, provided the receiving Party gives prompt notice to the disclosing Party and cooperates in seeking a protective order

CLAUSE 05

Term and Duration

This Agreement commences on the date this document is sent by AW Labs Pty Ltd to the Client and continues for a period of three (3) years from that date, unless terminated earlier by mutual written agreement.

Obligations with respect to Confidential Information that constitutes a trade secret shall continue indefinitely beyond the expiry of this Agreement, for as long as that information remains a trade secret under applicable law.

CLAUSE 06**No Licence or Partnership**

This Agreement does not grant either Party any licence, right, or interest in the other Party's Confidential Information, intellectual property, or business. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

CLAUSE 07**Return or Destruction of Information**

Upon written request by the disclosing Party, or upon termination of the business relationship, the receiving Party shall within fourteen (14) days return or permanently destroy all Confidential Information and any copies thereof, and provide written confirmation to the disclosing Party that it has done so.

CLAUSE 08**Injunctive Relief**

Each Party acknowledges that a breach of this Agreement may cause irreparable harm to the other Party for which monetary damages would be an inadequate remedy. Accordingly, each Party agrees that the non-breaching Party shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction without the need to post a bond or prove actual damages, in addition to any other remedies available at law or in equity.

CLAUSE 09**Dispute Resolution**

In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiation. Either Party may initiate this process by providing written notice to the other Party identifying the nature of the dispute. The Parties shall have fourteen (14) days from the date of such notice to resolve the dispute through negotiation before either Party may commence formal legal proceedings.

Nothing in this clause prevents a Party from seeking urgent injunctive or other equitable relief where immediate court intervention is necessary to prevent irreparable harm.

CLAUSE 10**Governing Law and Jurisdiction**

This Agreement is governed by the laws of New South Wales, Australia. Each Party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales for the resolution of any dispute arising from or in connection with this Agreement.

EXECUTION

Signed by AW Labs Pty Ltd as the Receiving Party. The Client accepts the terms of this Agreement by providing written confirmation via email reply to admin@awlabs.com.au stating their agreement to the terms of the Mutual Non-Disclosure Agreement provided by AW Labs Pty Ltd. The date this document is sent by AW Labs Pty Ltd constitutes the commencement date of this Agreement.

SIGNED FOR AW LABS PTY LTD

Andy Taleb

Signature

Andy Taleb

Director

AW Labs Pty Ltd

ABN: 32 698 684 105

Date: Date this document is sent

CLIENT ACCEPTANCE

The Client confirms acceptance by replying to admin@awlabs.com.au with written confirmation that they agree to the terms of the Mutual Non-Disclosure Agreement provided by AW Labs Pty Ltd. No physical signature is required from the Client. The date of the Client's reply email constitutes their acceptance date.