

CONFIDENTIAL & BINDING

Mutual Non-Disclosure Agreement

This agreement protects both parties. Accepted by email confirmation.

| DISCLOSING PARTY | RECEIVING PARTY |
|--|--|
| <p>The Client</p> <p>Full details including legal name, ABN, address, and contact information will be captured in our formal proposal and NDA once we progress further.</p> | <p>All Webbed Up</p> <p>ABN: 86 666 254 771 204 Birdwood Rd, Georges Hall NSW 2198 admin@allwebbedup.com.au</p> |

PREAMBLE

Background

The Client ("Disclosing Party") intends to share confidential and proprietary information with All Webbed Up ("Receiving Party") in connection with a potential business relationship involving the development of apps, software, digital products, and marketing strategies. All Webbed Up 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 is entered into as of the date the Client sends their email confirmation of acceptance.

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.

Confidential Information includes but is not limited to:

- 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

All Webbed Up, 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 All Webbed Up in the course of the engagement to the same standard.

CLAUSE 03

Protection of Apps, Software and IP

All Webbed Up 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 All Webbed Up remain the sole intellectual property of All Webbed Up. Nothing in this Agreement transfers, licences, or assigns any intellectual property rights to either Party.

All Webbed Up 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 All Webbed Up'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 of email acceptance 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 request by the disclosing Party, or upon termination of the business relationship, the receiving Party shall promptly return or permanently destroy all Confidential Information and any copies thereof, and confirm in writing that it has done so.

CLAUSE 08

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.
