

## Non-Disclosure Agreement (NDA)

Date: .././2020

This Non-Disclosure Agreement acts as a letter of commitment, made on the ... of .... 2020

(A) All parties

First Name: ..... Last Name: .....  
Business Name: .....  
ABN/ACN/ Registration Number: .....  
Economic code/Business National ID: .....  
Address/Located at: .....  
Zipcode: ..... Business phone(s): .....  
Websites/Social Media Acc: .....  
Representing: ..... Personal National ID: .....  
Email: ..... Mobile Phone: .....  
(Herein referred to as "**Recipient**")

**AND**

(B) Ungex Pty Ltd

Located at Suite 1510, 530 Little Collins St. Melbourne VIC 3000 AUSTRALIA  
E: info@ungex.com.au P & F: +61 3 9939 7575, +61 3 9939 6154  
(Herein referred as "**Discloser**")

### Introduction

- It is agreed the Discloser discloses certain confidential information to the Recipient. (The information/ artwork/ products- Appendix 1) for the mutual consent of the subject of this contract.
- As a consequence, the Discloser may provide, or has provided, to the Recipient certain information of a confidential nature, which is of non-commercial and/or commercial value to the Discloser.
- In order to protect and maintain the confidentiality and value of such information, and in consideration of the on-going provision of data, the Recipient has agreed to enter into this NDA (Non-Disclosure Agreement).

It is declared:

**1. Interpretation**

1.1 Definitions

In this NDA (Non-Disclosure Agreement), unless the context otherwise requires:

Information means:

- 1.1.1 all oral and written information (including, without limitation, all estimates, data, information, forecasts, opinions, artworks, photos, ideas, projections, and other statements) related to the business or affairs of the Discloser or any of their Related Companies made available to or for the benefit of the Recipient by or on behalf of the Discloser or any of its related companies in connection with the performance of the Products or information;
- 1.1.2 all notes, memoranda, and records (in whatever form), including but not limited to; information, designs, ingredients, formula, intellectual property and rights, of the Discloser directly or indirectly from the Discloser or any of its officers, employees or advisors containing, referring to or based upon any information supplied by or on behalf of the Discloser or any of its Related Companies;
- 1.1.3 All rights related to the information set out in 1.1.1 and 1.1.2.
- 1.1.4 Related Company means all the business partners that are approved by either party.
- 1.1.5 The subject of this Non-Disclosure Agreement is to keep confidential and private all released and given information as set out in this Non-Disclosure Agreement, particularly in 1.1.1 and 1.1.2.

**1.2 General references**

In this NDA (Non-Disclosure Agreement), unless the context otherwise requires:

- 1.2.1 a reference to a clause or schedule is a reference to a clause or schedule of this Non-Disclosure Agreement;
- 1.2.2 a reference to this Non-Disclosure Agreement or another instrument includes any variation or replacement of the Discloser;
- 1.2.3 the singular includes the plural and vice versa;
- 1.2.4 the word "person" includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a state and an agency of state, in each case, whether, or not having a separate legal personality;
- 1.2.5 words importing one gender include the other genders.

1.2.6 Headings: Ignore headings in construing this Non-Disclosure Agreement.

## 2. Information property of the Discloser- IP

2.1 The Information is, and remains, as between the Discloser and the Recipient, the absolute property of the Discloser.

2.2 Without limiting clause 2.1, any intellectual property (including, without limitation, all rights to, and any interests in, any patent, design, trademark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not), customer list, agency agreement, purchase agreement, specification, formula, drawing, program, design, system, process, logo, mark, ingredients list or style) which is introduced by the Discloser in the course of providing the information or provided or made available to the Recipient, will remain the property of the Discloser.

2.3 The Information contains information of a confidential nature that is of commercial value to the Discloser. Loss or damage would be sustained by the Discloser if the information:

2.3.1 Comes into the possession of an unauthorised person, or Is used in any way by any person in competition with the Discloser or any of its Related Companies.

2.3.2 For good consideration and in consideration of the Recipient to the Company, the Recipient hereby agrees and acknowledges the following:

That during the course of the engagement, there may be disclosed certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:

(a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, and research projects.

(b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

2.3.3 Recipient agrees that they shall not during, or at any time with the Company, use for myself or others, or disclose or divulge to others, including future employees and competitors any trade secrets, confidential information, or any other proprietary data of the Company in violation of this Non-Disclosure Agreement.

2.3.4 This Non-Disclosure Agreement shall be binding upon Discloser and the Recipient and successors in interest and should inure to the benefit of the Company, its successors and assigns.

### 3. Confidentiality undertakings

#### 3.1 Maintain confidentially

The Recipient:

3.1.1 Must receive the information in the strictest confidence and in good faith; and

3.1.2 Must maintain the confidentiality of the information according to the given definition of confidentiality in this Non-Disclosure Agreement.

#### 3.2 Prohibitions

Except in accordance with this Non-Disclosure Agreement, or with the written consent of the Discloser, the Recipient must not:

3.2.1 Non-disclosure:

Directly or indirectly disclose, distribute or permit to be disclosed or distributed the Information to any natural person or company; or

3.2.2 No use:

Use the Information or any knowledge which it may acquire as a result of receiving the Information in any way which furthers competition with the Discloser or any of its Related Companies or which is otherwise detrimental to the interests of the Discloser or any of its Related Companies or for any purpose other than providing the information; or

3.2.3 No assertion of ownership:

Assert rights of any nature in respect of, or contest the Discloser ownership of, the Information; or

3.2.4 Reproduce:

Reproduce in any way, or permit to be reproduced in any way, the given information for the purpose of this Non-Disclosure Agreement.

#### 3.3 Excluded Information

The following information is not subject to the restrictions of this Non-Disclosure Agreement:

3.3.1 Information which is clearly and demonstrably approved in writing by the Discloser for disclosure (other than on a restricted basis);

3.3.2 Information independently acquired or developed by the Recipient without the benefit or use of any of the information;

3.3.3 Information publicly known or which becomes publicly known;

3.3.4 Information lawfully received by the Recipient from a third party not owing (directly or indirectly) any obligation of confidentiality to the Discloser or any of its Related Companies.

3.3.5 Notwithstanding anything in the forgoing contrary, the Recipient shall not disclose the Discloser's information not limited to technology, formulation, ingredients, documents, trade secrets, artworks, designs, photos and etc. in addition the Recipient shall not mention or disclose either wholly or partly, their business relationship with the Discloser to any third party. Also, the Recipient and/or any staff or affiliate of it, shall not use the Discloser trademark, name, designs, artworks or products at their place for displaying, showing, company profile history, banners, display show or any other way which may disclose the confidential relationship between the Recipient and the Discloser unless with written consent from the Discloser that is for legal department and authorities or formal government's body.

3.3.6 The Recipient agreed to avoid any agreement, contract, assist, produce, manufacture, manage, give advice, advertise, promote or offer consultations to other companies which might disclose the Discloser's formula about Demodex hair mites, Demodex skin mites, Demodex mites for face and/or body or even pet mites as well as any other mite's products or related services with the Discloser. Hence the Demodex mites' treatment technology and products with all their details and information must be kept confidential and exclusive property of the Discloser.

#### 4. Return of information

4.1 The Recipient must, on receipt of a request by the Discloser, return to the Discloser all the Information (including, but not limited to, all reproductions of Information, artworks, designed photos) in the possession or control of the Recipient or its officers, employees, and advisers to whom the information has been disclosed, together with all information and documentation containing, comprising or relating in any way to the Information.

#### 5. Indemnity

5.1 Indemnity for unauthorized disclosure or use:  
The Recipient indemnifies the Discloser and each of its Related Companies from and against all actions, claims, costs, demands, expenses, liabilities, losses, payments and proceedings incurred or suffered by them which arise, directly or indirectly, from the unauthorised disclosure or use (whether intentionally or unintentionally) of the Information by the Recipient or by any of its Related Companies or any of their respective officers, employees or advisers or which arise from any of such persons being in breach of any of the provisions of this Non-Disclosure Agreement.

5.2 Ability to seek equitable relief:  
If there is a breach of the terms of this Non-Disclosure Agreement by the Recipient, or by any person to whom the Recipient has made any of the Information available, the Discloser and each of its related companies is entitled to seek equitable relief in addition to damages. In any proceeding brought by the Discloser or its Related Companies against the Recipient seeking equitable relief for a breach of this Non-Disclosure Agreement, neither the Recipient nor any company directly or indirectly under its direction or control may claim that the breach is one which may not or ought not to be the subject of equitable relief.

**6. Compulsory disclosure**

6.1 If the Discloser or the Recipient is required or requested by any court, governmental, regulatory to disclose any information, they will immediately advise the other party of that requirement or request and will co-operate with it in opposing the requirement or request, if he so requires.

**7. General**

7.1 Obligations to continue

The obligations in this Non-Disclosure Agreement continue to apply without limit in point of time.

7.2 Execution of further documents

The Recipient must take such actions and execute or procure the execution of such documents as the Discloser may reasonably request to give full effect to this Non-Disclosure Agreement.

7.3 Waivers in writing

No waiver by the Recipient or any of its Related Companies of any provision of or right, remedy or power of the Discloser or any of its Related Companies under this Non-Disclosure Agreement, and no amendment to this Non-Disclosure Agreement, is to be effective unless it is in writing signed by the Discloser and any such waiver is to be effective only in the specific instance and for the specific purpose for which it is given.

7.4 Severability

If any provision of this Non-Disclosure Agreement is, or becomes, unenforceable, illegal or invalid for any reason, the relevant provision is to be deemed to be modified to the extent necessary to remedy such unenforceability, illegality or invalidity or if this is not possible, then such provision must be severed from this Non-Disclosure Agreement, without affecting the enforceability, legality or validity of any other provision of this Non-Disclosure Agreement.

**8. Law applicable and jurisdiction**

8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by construed in accordance with the laws of the State of Victoria, Australia.

8.2 The parties irrevocably agree that the courts of Victoria shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Recipient**

Represented by:

*Name of authorized signatory*  
.....

*Date*

**APPENDIX 1**

**The purpose of disclosing to the Recipient: Translations, Localization, Interpretation, Web-development, Optimizing Websites, and B2B/B2C e-commerce platforms, Advertising, Promoting, Quotation, Information, Distribution, Sales, Marketing, Trade, Consultation, Producing, Manufacturing, Testing, Research and Development as below:**

**A- General Services, Products, and Information:**

- 1 Personal Care**
- 2 Healthcare**
- 3 Beauty Care**
- 4 Hair Care**
- 5 Face and Skincare**
- 6 Pet Care**
- 7 Care Products for Furniture and Domestic Appliances**

**B- Existing Services, Products, and Information:**

**Shampoos (for hair & body)**  
**Cleansers (for face, hair & body)**  
**Hair Tonics**  
**Treatment Sprays**  
**D'modex/ Demodex Sprays**

**Any other Services, Products, and Information, Documents, Ideas Related to Demodex Mites and/or Associated to the Discloser**

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