

**ELECTRICITYINABOX PTY LTD**  
**MUTUAL NON-DISCLOSURE AGREEMENT**

1. The Parties as specified below agree on the following terms:

Confidential Information. Any information, knowledge, data, know-how, of a disclosing Party or of third parties obtained by the recipient Party relating for example to purchasing, accounting figures, finance, marketing, merchandising, selling, engineering, formulae, computer software and/or programs and/or related systems, methods, machines, compositions, inventions, developments, improvements or otherwise which in each case is treated by the disclosing Party or third party as private, trade secret or proprietary, (hereinafter “Confidential Information”).

(a) ELECTRICITYINABOX PTY LTD

(b)

2. Obligations of Receiving Party: The receiving party may disclose Confidential Information to a subsidiary, sister or parent company who have a need to know and who agree to abide by the terms herein.

The receiving party shall maintain the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances.

The receiving party shall not make any copies of Confidential Information received from the disclosing party except as necessary for its employee with a need to know. Any copies, which are made, shall be identified as belonging to the disclosing party and marked “confidential”, “proprietary” or with a similar legend.

The receiving party shall not disclose Confidential Information to any third party who is deemed to be a direct or indirect competitor to the disclosing party, without the prior written approval of the disclosing party.

3. Period of Non-Assertion. The receiving party shall continue to treat Confidential Information as confidential information of the disclosing party and only disclose any such Confidential Information to third parties under the terms of a non-disclosure agreement.

4. Termination of Obligation of Confidentiality. There shall be no liability for disclosure of any Confidential Information which is (a) in the public domain other than by a breach of this Agreement on the part of the receiving party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; or (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure.

5. Title. Title or the right to possess Confidential Information as between parties shall remain in the disclosing party.

6. Duty to Return. Either party may, at any time, request in writing return of Confidential Information previously disclosed. In the event the disclosing party so requests, the receiving party shall promptly return or destroy (and certify destruction of) all Confidential Information which it received from the

Initials: .....      .....



disclosing party along with all copies which it made.

7. General.

(a) This agreement is neither intended nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information, nor as creating an implied or express license grant from either party to the other.

(b) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.

(c) The laws of New South Wales shall govern this Agreement.

(d) This Agreement may not be amended except in writing signed by a duly authorised representative of the respective parties.

(e) Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.

**SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY**

ELECTRICITYINABOX PTY LTD  
LEVEL 1, 9 BRONTE RD  
BONDI JUNCTION NSW 2022

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Other party name and address

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Authorised Representative

MORGAN DUNCAN

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

DIRECTOR

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

SYDNEY 1300 933 039

\_\_\_\_\_  
Location Phone

+

\_\_\_\_\_  
Location Phone

Initials: ..... ..