

AQMeets Confidentiality Agreement

This Confidentiality Agreement (the “Agreement”) is made and entered into as of [Date: _____], by and between:

- **Center for Motivation Research Inc**, doing business as AQMeets, a company organised under the laws of Australia, with its principal place of business at [Level 3/480 Collins St, Melbourne VIC 3000] (hereinafter the “**Receiving Party**”),

and

- **Client Name:** _____,
with an address at [_____]
(hereinafter the “**Disclosing Party**”).

Purpose: The Disclosing Party wishes to share certain confidential information with the Receiving Party for the purpose of **allowing AQMeets to evaluate and provide consulting services for Disclosing Party’s business**, which is referred to in this Agreement as the “Permitted Purpose.” This Agreement sets forth the terms and conditions under which the Disclosing Party’s information will be disclosed and protected.

1. Definition of Confidential Information. “**Confidential Information**” means **any and all non-public or proprietary information** that the Disclosing Party (or its affiliates, representatives, or agents) discloses to the Receiving Party, whether in oral, written, visual, electronic, or other form, **that is identified as confidential** at the time of disclosure **or that by its nature or context** should reasonably be understood by the Receiving Party to be confidential. Confidential Information includes, **without limitation**, information regarding the Disclosing Party’s business plans, strategies, products and services, research and development results, financial information, customer or client data, marketing strategies, trade secrets, know-how, and any other information of a sensitive or proprietary nature disclosed during discussions or phone calls between the parties. **Confidential Information** also includes any notes, analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or are based on the Disclosing Party’s confidential information.

2. Exclusions. Information shall **not** be considered Confidential Information to the extent that the Receiving Party can prove by competent evidence that such information: (a) **is or becomes publicly available** without breach of this Agreement by the Receiving Party (and through no wrongful act of the Receiving Party or its employees/agents); (b) was *already known* to the Receiving Party, free of any confidentiality obligations, **before** it was disclosed by the Disclosing Party; (c) is *lawfully obtained* by the Receiving Party from a third party who had the right to disclose it **without** any confidentiality obligation; or (d) is *independently developed* by the Receiving Party without any use of or reference to the Disclosing Party’s Confidential Information. In addition, (e) if the Receiving Party is required by law, regulation, or a valid court or government order to disclose certain information, the Receiving Party **may do so** provided it gives **prompt written notice** to the Disclosing Party (if legally allowed to do so) so that the Disclosing Party has an opportunity to seek a protective order or other appropriate remedy. Only the portion of information specifically required to be disclosed by such legal mandate will lose its confidential status under this Agreement.

3. Confidentiality Obligations of Receiving Party. The Receiving Party shall keep all Confidential Information **strictly confidential** and protect it with at least the same degree of care that the Receiving Party uses to protect its own similar confidential information, and in no event less than

reasonable care. **Except as expressly permitted** by this Agreement, the Receiving Party will not disclose, publish, or disseminate any Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party agrees **not to use** the Confidential Information for any purpose other than the Permitted Purpose stated above. The Receiving Party may, however, disclose Confidential Information to those of its own directors, officers, employees, or independent contractors **who have a legitimate need to know** such information for the Permitted Purpose, **provided** that each such recipient is bound by confidentiality obligations at least as protective as those in this Agreement (for example, through an employment contract, professional ethics, or a separate NDA). The Receiving Party will be responsible for any breach of this Agreement by any such persons to whom it discloses the Confidential Information. The Receiving Party shall **promptly notify** the Disclosing Party upon discovery of any **unauthorized use or disclosure** of Confidential Information, or any other breach of this Agreement, and will cooperate with the Disclosing Party in every reasonable way to help regain control of the information and prevent further unauthorized use or disclosure.

4. Term and Survival of Obligations. This Agreement becomes effective on the date first written above. Either party may terminate further *future* disclosures under this Agreement by providing written notice to the other party. **However, termination of this Agreement will not relieve the Receiving Party of its confidentiality obligations** with respect to any Confidential Information disclosed prior to the date of termination. The Receiving Party's duty to protect all Confidential Information **survives indefinitely** – i.e. it continues for so long as such information remains confidential and does not fall into one of the exceptions in Section 2. (In other words, the obligations in this Agreement will **continue** until the Confidential Information becomes public or non-confidential through no fault of the Receiving Party, even if the parties' business discussions or relationship ends.)

5. Return or Destruction of Information. Upon the **completion of the Permitted Purpose or upon request** of the Disclosing Party at any time, the Receiving Party shall promptly **return** to the Disclosing Party or **destroy** (at the Disclosing Party's choice) all materials containing the Disclosing Party's Confidential Information, including but not limited to documents, files, records, and any copies thereof. If the Disclosing Party requests destruction, the Receiving Party shall certify in writing that such Confidential Information has been destroyed. Notwithstanding the foregoing, the Receiving Party may retain one archival copy of the Confidential Information if required for legal compliance or record-keeping purposes, **provided** that such archival copy remains subject to all confidentiality obligations herein for as long as it is retained.

6. No License or Further Rights. All Confidential Information is and shall remain the **property of the Disclosing Party**. Nothing in this Agreement is intended to **grant** any license, right, or interest in the Disclosing Party's Confidential Information or any intellectual property (such as patents, copyrights, trademarks, or trade secrets) of the Disclosing Party, *except for* the limited right to use the Confidential Information for the Permitted Purpose in accordance with this Agreement. This Agreement does not create any obligation on the Disclosing Party to enter into any further agreement or business relationship with the Receiving Party, nor does it create any agency, partnership, or joint venture between the parties. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of any Confidential Information disclosed, and the Receiving Party agrees that the Disclosing Party shall not have liability arising from the Receiving Party's use of the Confidential Information, except as may be separately agreed in a future contract.

7. Governing Law and Jurisdiction. This Agreement shall be **governed by** and interpreted in accordance with the **laws of the State of Victoria, Australia**, excluding its conflict of laws principles. The parties agree that any dispute, claim, or legal action arising out of or relating to this Agreement or the subject matter hereof shall be subject to the **exclusive jurisdiction of the courts**

of Victoria, Australia. In particular, the parties consent to the courts located in **Melbourne, Victoria** as the forum for resolving any such disputes. Each party irrevocably waives any objection to the personal jurisdiction of such courts or claims that the litigation has been brought in an inconvenient forum, to the extent permitted by law. (This clause is agreed to by the Disclosing Party, even if the Disclosing Party is based in the USA or another country, to ensure that enforcement can be handled in the Receiving Party's locale of Melbourne, Australia.)

8. Miscellaneous. No Waiver: A failure or delay by either party to enforce any term of this Agreement shall not constitute a waiver of that term or of any other term. *Entire Agreement:* This Agreement constitutes the **entire understanding** between the parties with respect to the subject matter (confidential information sharing for the stated purpose) and **supersedes** all prior discussions or agreements on this topic. It may not be amended except in writing signed by both parties. *Severability:* If any provision of this Agreement is found to be invalid or unenforceable by a court, the remainder of the Agreement shall be interpreted so as to best effect the intent of the parties, and the invalid provision shall be deemed modified to the minimum extent necessary to be enforceable. *Counterparts and Electronic Signatures:* This Agreement may be executed in **counterparts**, each of which will be deemed an original, and all counterparts together shall constitute one and the same instrument. Signatures delivered by facsimile or by electronically transmitted PDF (or via a recognized e-signature service) shall be considered valid and binding as if original signatures.

9. Signatures. The authorized representatives of the parties have executed this Confidentiality Agreement as of the date first written above:

Disclosing Party [Client Name] _____

Title: [if applicable] _____

Date: _____

Receiving Party (Center for Motivation Research Inc, AQMeets)

Name: [Authorized Representative] _____

Title: _____

[Position] _____

Date: _____