

NON-DISCLOSURE AGREEMENT (NDA)

This Nondisclosure Agreement (the "Agreement") is entered into by and between **Rebooting Life Pty Ltd** with its principal offices at 178 Cornwall Street, Coorparoo, Queensland, 4120 ("Disclosing Party") and _____, located at _____ ("Receiving Party") for the purpose of preventing the unauthorized use of Intellectual Property as defined below. The parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and intellectual property ("Intellectual Property").

- Definition of Intellectual Property.** For purposes of this Agreement, "Intellectual Property " shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. The Disclosing Party is provided with this information for the sole use of using the information in their classroom only and with the children they teach. The information is not to be used to train or educate peers but as a source of tools to empower young people in learning and life.
- Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- Obligations of Receiving Party.** Receiving Party shall hold and maintain the Intellectual Property in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Intellectual Property to other employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Intellectual Property belonging to Rebooting Life Pty Ltd. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to any Intellectual Property belonging to Rebooting Life Pty Ltd immediately if Disclosing Party requests in writing.
- Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information and any Intellectual Property belonging to Rebooting Life Pty Ltd in confidence shall remain in effect until the Confidential Information and Intellectual Property no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
- Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
- Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party's Signature _____ Printed Name _____ Date: _____

Receiving Party's Signature _____ Printed Name _____ Date: _____