

MUTUAL NONDISCLOSURE AGREEMENT

THIS agreement is made on

BETWEEN the Parties:

Party 1.

Catch Business Solutions Pty Ltd (ABN 52 613 421 024} ("Catch Solutions")
Of 72, 7 Broome Street Waterloo NSW Australia 2017

AND

Party _____ ("Client")
Of

RECITALS

RECITAL A.

1. Catch Solutions is in the business of Mobile-Apps and Web-based services design and development, hosting, maintenance, marketing, amongst other things (hereinafter referred to as "Catch Solutions Services")
2. Client wishes to discuss with Catch Solutions the Client's idea about an App, website and/or service concept(s).
3. Client has started conceptualising their idea and made an assessment of the opportunities for the Client project. As a result of this activity, Client may provide information to Catch Solutions, including but not limited to personal and technical data, respective business, commercial and financial affairs, marketing plans and strategies, alliances and/or contracts with third parties, business partners, customers, target customers, products, technology, intellectual property and other commercially sensitive information. (hereinafter referred to as "Confidential Information")

4. Catch Solutions has developed methodologies and intellectual Properties for the purposes of designing, developing and marketing Mobile-App or website, amongst other things. As a result of this activity, Catch Solutions may provide information to Client, including but not limited to personal and technical data, respective business, commercial and financial affairs, marketing plans and strategies, alliances and/or contracts with third parties, business partners, customers, target customers, products, technology, intellectual property and other commercially sensitive information. (hereinafter referred to as "Confidential Information")

This Agreement sets out the terms and conditions upon which each party agrees to maintain the confidentiality of Client and Catch Solutions Confidential Information.

RECITAL B.

THEREFORE it is agreed that:

1. Any and all verbal and/or written Confidential Information disclosed by the Parties to each other will be treated by the Recipient as confidential.
2. Recipient shall not disclose any Confidential Information (including the identity of the Disclosing Party) to any third party.
3. Client acknowledges and agrees that as a Recipient of Catch Solutions' Confidential Information must not, without the prior written consent of Catch Solutions, use any of the Confidential Information.
4. Catch Solutions acknowledges and agrees that as a Recipient of Client's Confidential Information must not, without the prior written consent of Client, use any of the Confidential Information.
5. The Parties acknowledge and agrees that they must, as a Recipient of Confidential Information:
 - a. take all action reasonably necessary to maintain the confidentiality of the Disclosing Party's Confidential Information;
 - b. not make, assist or permit any person to make any unauthorised use, disclosure or reproduction of the Confidential Information;

- c. not disclose to any person the fact that any discussions are taking place or that services are being provided or contemplated by the Parties;
 - d. protect Disclosing Party's Confidential Information in the same manner as such party protects its own Confidential Information of like kind; and
 - e. take reasonable steps to ensure that any person who has access to Confidential Information through it or on its behalf does not use, reproduce or disclose that Confidential Information other than in accordance with this Agreement.
6. This Agreement does not prohibit the disclosure by a Recipient of Confidential Information of the Disclosing Party to its officers, its employees, its professional advisers, its wholly owned or partly owned subsidiary companies, partners and the officers and employees and professional advisers of its wholly owned or partly owned subsidiary companies (each a "Representative") who need to know the Confidential Information for the purpose of assessing the opportunity contemplated in Recital A.2. provided that the Recipient ensures that any Representative to whom it makes such disclosure respects the confidential nature of the Confidential Information and the Recipient accepts liability to the Disclosing Party for any failure of the Representative to do so.
7. The obligations imposed on the parties by this Agreement shall not apply to Confidential Information which:
 - a. becomes available to the public through no wrongful act of or breach of this Agreement by the Recipient; or
 - b. is in the public domain prior to the date of this Agreement other than that public information sourced during assessment of opportunity contemplated in Recital A .2 by Client; or
 - c. Recipient can prove was already known to it at the time of disclosure by the other party (other than if such knowledge arose from the disclosure of information in breach of an obligation of confidentiality); or
 - d. is received from a third party without restriction and without breach of this or any other confidentiality agreement ; or
 - e. Disclosing Party has given its written consent to its disclosure or use; or
 - f. was developed by the Recipient independently of the disclosing Party; or
 - g. is required or authorised to be disclosed under any law but only to the extent that such disclosure is so required or authorised.
8. All Confidential Information furnished by one Party to another Party is considered loaned for use solely in connection with the terms of this Agreement, and shall be returned or destroyed by Recipient upon the first to occur of:

- a) completion of Catch Solutions Services referred to above, or
 - b) request made by the Disclosing Party. In the event Disclosing Party authorises the destruction of such Confidential Information, Recipient shall certify that it has destroyed all copies of the Confidential Information in its possession or under its control.
9. The destruction of the Confidential Information does not release Client from its obligations under this Agreement.
 10. Confidential Information of a Disclosing Party may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent.
 11. Recipient acknowledges that damages may not be a sufficient remedy for any breach of this Agreement and Disclosing Party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by Recipient, in addition to any other remedies available at law or in equity .
 12. Each party acknowledges that neither party's Representatives have made nor make any representation or warranty as to the accuracy or completeness of the Confidential Information of the Disclosing Party and that such information is provided "AS IS". Each party agrees to make its own assessment of the Confidential Information and satisfy itself as to the accuracy and completeness of that Confidential Information.
 13. Confidential Information hereunder including all communication shall at all times remain, as between the parties, the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information hereunder.
 14. In the event either party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the Recipient, Recipient shall promptly notify Disclosing Party and provide to Disclosing Party its proposed response to such demand. Unless the demand has been time limited or quashed, Recipient shall thereafter be entitled to comply with such demand to the extent permitted by law.

15. Neither party will be obliged to enter into any further agreement or negotiation with the other as a result of any obligation or the provision of any Confidential Information under this Agreement.
16. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations concerning its subject matter.
17. No Agent or Representatives of either party has any authority to bind such party to any affirmation, representation or warranty not specifically included in this Agreement.
18. This Agreement and the transactions contemplated by this Agreement are governed by the law in force in the State of Victoria Australia. Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of the State of New South Wales and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement.
19. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
20. This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

SIGNED by **Hani Masri**

as authorised representative for

Catch Business Solution Pty Ltd



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SIGNED by *Signature Here*

as authorised representative for

Client

Company Name Here: