



NON-DISCLOSURE AGREEMENT (ONE-WAY)

This agreement is made on _____

between

Medical Certificates Australia Pty Ltd (ACN 43-668-260-964) of L19 10 Eagle Street, Brisbane, Queensland, 4000 (**Disclosing Party**)

and

of _____ (**Recipient Party**).

BACKGROUND

- (A) The Disclosing Party possesses the Confidential Information. The Recipient Party wishes to have access to the Confidential Information for the Specified Purpose.
- (B) The Disclosing Party has agreed to disclose the Confidential Information to the Recipient Party subject to the terms and conditions of this agreement.

OPERATIVE PROVISIONS

1. Definitions

In this agreement:

Confidential Information means all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating in any way to the matters described in schedule 1, and all other information relating to the Disclosing Party and its affairs or businesses, sales, marketing or promotional information, which is not in the public domain and includes any such information in the Disclosing Party's power, possession or control concerning or belonging to any other person.

Ineffective means void, illegal or unenforceable.

Specified Purpose means the purpose set out in schedule 1.

Excluded Information means information that: (a) was in the public domain prior to disclosure; (b) becomes public through no fault of the Receiving Party; (c) was independently developed by the Receiving Party without use of Confidential Information; (d) was rightfully obtained from a



third party without breach of any obligation of confidentiality; or (e) is required to be disclosed by law or regulatory authority with prior written notice to the Disclosing Party.

2. Access

The Recipient Party acknowledges that the Recipient Party may be given access to certain Confidential Information of the Disclosing Party, for the Specified Purpose.

3. Obligation of confidentiality

In consideration of the Disclosing Party allowing the Recipient Party to have access to the Confidential Information, the Recipient Party agrees that it will keep and will ensure that its employees keep confidential the Confidential Information unless and until the parties agree that the Confidential Information is in the public domain other than by a breach of this agreement, or until the period of confidentiality comes to an end in accordance with clause 4.6.

4. Duties of Recipient Party

4.1. Non-disclosure and use

The Recipient Party will not and will ensure that its employees do not:

- (a) disclose any of the Confidential Information to any other person without the prior written consent of the Disclosing Party; or
- (b) use any of the Confidential Information otherwise than for the Specified Purpose.

4.2. Uncertainty

If the Recipient Party is uncertain as to whether any information is Confidential Information the Recipient Party will treat the information as if it were Confidential Information and as not being in the public domain unless and until the Disclosing Party agrees in writing that the information is in the public domain.

4.3. Precautions

The Recipient Party will take all reasonable precautions to maintain the confidentiality of and to prevent the disclosure or use of the Confidential Information.

Such precautions will include, at minimum: (a) implementing industry-standard encryption for electronic storage and transmission; (b) maintaining access logs and restricting access to authorised personnel only; (c) conducting regular security training for all personnel with access to Confidential Information; and (d) storing physical documents in secured, locked facilities with controlled access.

4.4. Unauthorised disclosure or use

The Recipient Party will immediately notify the Disclosing Party of any unauthorised disclosure or use of the Confidential Information of which the Recipient Party becomes



aware and will take all steps which the Disclosing Party may reasonably require in relation to such unauthorised disclosure or use.

4.5. Return of Confidential Information

At the conclusion of the Specified Purpose or upon the written request of the Disclosing Party, at its own expense, the Recipient Party will immediately deliver to the Disclosing Party all records and materials (and copies of those records and materials) containing or embodying the Confidential Information that are in the possession of the Recipient Party, its employees and any person to whom the Recipient Party has disclosed all or any of the Confidential Information (whether or not with the consent of the Disclosing Party).

4.6. Period of Confidentiality

The Recipient Party shall be obligated to protect the Confidential Information received pursuant to this Agreement for a period of three years from the date of first receipt of the information.

5. Exceptions

The Recipient Party will not be bound to keep confidential any information if and to the extent that:

- (a) the information is, or becomes part of the public domain otherwise than by breach of this agreement by the Recipient Party;
- (b) the information is lawfully obtained by the Recipient Party from another person without any restriction as to use and disclosure;
- (c) the information was in the Recipient Party's possession prior to disclosure to it by the Disclosing Party;
- (d) the information is required to be disclosed by the operation of any law, stock exchange, judicial or parliamentary body or governmental agency;
- (e) the Disclosing Party has authorised in writing the disclosure of the information; or
- (f) the information is disclosed by the Recipient Party to its professional advisers who have agreed to keep confidential the Confidential Information.

6. Remedy

The Recipient Party acknowledges and accepts that:

- (a) the Disclosing Party would suffer financial and other loss and damage if the Confidential Information were disclosed to any other person or used for any purpose other than the Specified Purpose and that monetary damages would be an insufficient remedy;



- (b) in addition to any other remedy which may be available in law or equity, the Disclosing Party is entitled to injunctive relief to prevent a breach of this agreement and to compel specific performance of this agreement; and
- (c) it will immediately reimburse the Disclosing Party for all costs and expenses, (including legal costs and disbursements on a full indemnity basis) incurred in enforcing the obligations of that Party under this agreement.

7. Indemnity

7.1. Indemnity for costs

The Recipient Party indemnifies the Disclosing Party against all costs, expenses, actions or claims directly or indirectly incurred or suffered by the Disclosing Party as a result of any breach of this agreement by the Recipient Party.

7.2. Scope of indemnity

The indemnity in clause 7.1 extends to and includes all costs, damages and expenses incurred by the Disclosing Party in defending or settling any such costs, expenses, actions, suits proceedings, claims or demands (including legal costs and disbursements on a full indemnity basis).

(a) Process for Cost Recovery

- (a) claimed under this indemnity within 10 business days of receiving written notice of the claim. If the Recipient Party disputes any amount claimed, they must: (i) notify the Disclosing Party in writing within 5 business days, detailing the grounds of dispute; (ii) pay any undisputed portion within the original 10 business day period; (iii) participate in good faith mediation within 20 business days of the dispute notice, with costs shared equally; and (iv) if mediation fails, submit to binding arbitration under the Australian Centre for International Commercial Arbitration Rules.

8. Cumulative rights

The rights arising out of this agreement do not exclude any other rights of either Party.

9. Enforceability

9.1. Effect of ineffectiveness on part of the agreement

Any clause or part of a clause of this agreement which is Ineffective in any jurisdiction is Ineffective only to that extent in that jurisdiction.

9.2. Severance of Ineffective parts of the agreement

Where any clause or part of a clause is Ineffective it may be severed without affecting any



other part of this agreement.

10. Waiver

10.1. No waiver except by notice in writing

No right under this agreement is waived or deemed to be waived except by notice in writing signed by the Party waiving the right.

10.2. No waiver of subsequent breaches

A waiver by one Party under clause 10.1 does not prejudice its rights in respect of any subsequent breach of this agreement by the other Party.

10.3. No waiver by extension or delay

The failure to exercise, or any delay in exercising, any right, power or remedy by a Party does not operate as a waiver or an election to abandon the right to exercise any right, power or remedy.

11. Variation

A variation of this agreement will be in writing and signed by the parties.

12. Execution

(a) Subject to clause 12(b), each Party, and their respective successors and assigns, will be authorised to rely upon the signatures of all the Parties on this agreement (or any amendment) which are:

- (i) delivered by facsimile machine; or
- (ii) transmitted electronically in either:
 - (A) a tagged image format file (TIFF); or
 - (B) portable document format (PDF),

as constituting a duly authorised, irrevocable, actual, current delivery of this agreement (or any amendment) with original ink signatures of each person and entity.

(b) Each Party that delivers or transmits an executed counterpart pursuant to clause 12(a) (Counterpart) to another Party, agrees that it will deliver an executed original copy of the agreement (or any amendment) to the Party(s) receiving the Counterpart within 10 business days after the delivery of the Counterpart.

(c) Any noncompliance with clause 12(b) will not affect the validity, enforceability or binding effect of this agreement.

13. Governing law and jurisdiction

13.1. Governing law



This agreement is governed by the laws of the place set out in schedule 1.

13.2. Jurisdiction

The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the place set out in schedule 1.

(a) Dispute Resolution

Prior to commencing court proceedings, the parties must first attempt to resolve any dispute through mediation administered by the Australian Disputes Centre according to its mediation guidelines, except where urgent interlocutory relief is sought.

Executed as an Agreement on _____



Executed by Medical Certificates Australia Pty
Ltd, in accordance with section 127 of the
Corporations Act 2001:

	
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Signature of Director/Company Secretary	Signature of Director

Isaac Hohaia	
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Name of Director/Company Secretary	Name of Director

Executed by _____, in
accordance with section 127 of the Corporations
Act 2001:

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Signature of Director/Company Secretary	Signature of Director

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Name of Director/Company Secretary	Name of Director



Schedule 1

1. Description of subject matter of confidentiality obligation (clause 1)

The existence of this Agreement and any potential transaction, the identity of the parties and details of negotiations between them, books and records, know-how and business secrets, business and marketing plans, financial and accounting information, financial and technical analysis, financial results, intellectual property, front-end and back-end code, user-interface and user-experience designs, proprietary algorithms, server and security configurations, operational and administrative processes, software and tooling infrastructure, customer and supplier information

2. Purpose of disclosure (clause 1)

Reigstration of an Expression of Interest to Purchase of Medical Certificates Australia Pty Ltd

3. Place of proper law of agreement and jurisdiction (clause 13)

Queensland