



**LEGAL**  
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BARRISTERS & SOLICITORS

National Law Firm

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Your Reference: Non-Disclosure Agreement  
Enquiries: Adj Professor, Dr Brett Davies  
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Tuesday, 16 February 2021

David Hall  
23 Kingswood Street  
Kingswood NSW 2340  
Australia

Build this legal document at  
<https://www.legalconsolidated.com.au/non-disclosure-agreement/> – telephone  
us, we can help you complete the  
questions.

Adj Professor, Dr Brett Davies – Partner

FamilyOz Investing Pty. Ltd. ACN 156 974 652  
12 Third Road  
Ashbury NSW 2193  
Australia

Dear Parties,

## Non-Disclosure and Non-Use Agreement

Thank you for instructing us to prepare the attached **Non-Disclosure Agreement**.

### How to print your document

When you are satisfied that the document is according to your instructions please:

1. Download the PDF (Don't print directly from the browser.)
2. Print the PDF Printer settings: A4 paper  
100% scale (turn off 'fit to page')
3. Print single sided (NOT duplex).
4. Once signed keep this covering letter with the document.  
(However, do not staple the covering letter to the document)

Your Non-Disclosure and Non-Use Agreement (**NDA**) protects a wide range of confidential information including trade secrets.

NDA's are used by individuals; Trustees of trusts; small and medium sized businesses; and large corporations.

If there is a breach of confidentiality your NDA provides for both monetary remedies as well as injunctive and equitable relief. This seeks to stop any further breaches.

NDA agreements are commonly used when:

- high level employer-employee hiring  
this is before any Employment Contract is signed. (If you proceed to hire the person then you can build an Employment Contract. It contains its own set of confidentiality clauses and clauses restricting employees' use and dissemination of your confidential information.)
- buying, partnering or merging with another business
- wanting to buy a business or company to publicly list
- licensing and distribution relationships

In your NDA, the parties want to share secret information with each other. But neither want that information to escape into the public domain. This is the mutual promise:

*I will tell you a secret, I will show you our suppliers, I will show you our systems and you can see our staff. But you promise to tell no one.*

It is a contract through which the parties agree not to disclose information covered by the agreement. An NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets. As such, an NDA protects non-public business information.

NDAs are commonly signed when two companies, individuals, or other entities (such as partnerships, societies, etc.) are considering doing business and need to understand the processes used in each other's business for the purpose of evaluating the potential business relationship. NDAs can be 'mutual', meaning both parties are restricted in their use of the materials provided, or they can restrict the use of material by a single party.

#### **In Australia, an NDA must be 'reasonable'**

This NDA is drafted based on Australian law and Australian court cases. This is important because if the NDA is unreasonable then the courts will not enforce that clause. Or worse, declare the whole NDA is unenforceable.

#### **Other names for an NDA**

An NDA is also known as a confidentiality agreement (CA), confidential disclosure agreement (CDA), proprietary information agreement (PIA) and secrecy agreement (SA). In Australia, they have the same meaning.

#### **Why is the agreement signed as a Deed?**

'Deeds' are better than a mere agreement. Deeds are binding, unlike contracts, without consideration. They are stronger and easier to enforce. We have prepared your NDA as a Deed.



This now concludes the matter. Thank you for your instructions.

Yours sincerely,

A handwritten signature in black ink that reads "Brett Davies". The signature is written in a cursive style with a horizontal line underneath.

Adj Professor, Dr Brett Davies, CTA, AIAMA, BJuris, LLB, LLM, MBA, SJD  
National Taxation Partner  
LEGAL CONSOLIDATED BARRISTERS & SOLICITOR

*This is a sample of the document you are building on our law firm's website.*

*<https://www.legalconsolidated.com.au/non-disclosure-agreement/>*

*Depending how you answer the questions the document and our letter may be different.*

*We have a 100% money back guarantee. For any reason you can return the document to us for a full refund.*

*Dr Brett Davies - Partner  
Legal Consolidated Barristers & Solicitors*

Build the legal document at

<https://www.legalconsolidated.com.au/non-disclosure-agreement/> – telephone us.

We can help you answer the questions.

On our law firm's website, you:

1. Retain legal professional privilege
2. Receive legal advice
3. Get a signed letter on our law firm's letterhead with the legal document
4. We take responsibility for the legal document

Only a law firm provides the above. We also offer a 100% money back guarantee on every document you build.

*Adj Professor, Dr Brett Davies – Partner*



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## Non-Disclosure and Non-Use Agreement

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This Non-Disclosure and Non-Use Agreement (**Agreement**) is between:

David Hall  
of 23 Kingswood Street, Kingswood NSW 2340, Australia

FamilyOz Investing Pty. Ltd. ACN 156 974 652  
12 Third Road, Ashbury NSW 2193, Australia

(collectively **Parties**)

## Background

- A. The Parties possess certain confidential business and financial information relating to certain aspects of their business operations, including:
- Suppliers list
  - Client list
  - Clients personal information
  - Clients Finances
  - Companies finances
  - Companies assets
  - Digital systems technology used
  -
- B. The Parties desire to disclose the Confidential Information to each other for the purpose of advancing certain business discussions between them.
- C. The Parties are agreeing to provide each other with Confidential Information for this purpose subject to the terms and conditions of this Agreement.

It is agreed:

## 1 Confidentiality

All information or materials disclosed between the Parties is treated as confidential Information (**Confidential Information**) and subject to the terms and conditions of this Agreement. As a condition to the disclosure of Confidential Information, the Parties agree that they and their employees, agents, assignees and Representatives take reasonable precautions to maintain the confidentiality of the Confidential Information whether furnished before or after the date of this Agreement and will not disclose Confidential Information to any third party or entity. Confidential Information does not include information:

- 1.1 which was in recipient's possession prior to its disclosure;
- 1.2 which is or becomes part of the public domain through no fault of the Parties;
- 1.3 which comes into either Parties' possession from a third party who is not known to the Parties to be bound by any obligations of confidentiality.

## 2 No Detrimental Use

Further, the Parties agree that Confidential Information will not be used by either Party for the purpose of competing with each other or to harm the financial, business or other interests of either Party. Notwithstanding the above, the Parties agree that:

*A Non-Disclosure Agreement (NDA) is a promise not to disclose confidential information about one another. Legal Consolidated's NDA provides for both monetary remedies and injunctive relief to stop further breaches from occurring.*

*Use a Confidentiality Agreement when you, your company or business discloses confidential information or secrets to others. NDAs are commonly used in business negotiations. This is because it is often necessary to share secrets.*

- 2.1 Confidential Information may be disclosed to the legal, business, tax or other like Representatives of either Party who need to know such information for the purpose of advancing the business discussions that are the subject of this Agreement, it being understood and agreed that such Representatives are informed by the Parties of the confidential nature of the Confidential Information and are directed by the Parties to treat such information according to the terms of this Agreement;
- 2.2 Confidential Information may be disclosed by the Parties or their Representatives as required by law or ordered by a court, tribunal or competent jurisdiction or pursuant to subpoena (subject to below); and
- 2.3 any disclosure of the Confidential Information may otherwise be made, provided the disclosing Party gives prior written consent. The Parties agree that they make use of the Confidential Information only for the purpose stated in this Agreement.

### 3 Disclosure of Discussions

Except as permitted pursuant to this Agreement or upon the prior written consent of the Parties, neither Party may disclose to any third party or entity:

- 3.1 the fact that these business discussions are taking place between the Parties;
- 3.2 any of the terms, conditions or other facts with respect to any business discussions, including the status.

### 4 Representative

For purposes of this Agreement, a representative means an officer, director, agent, independent contractor, independent advisor, or any professional person (including a financial advisor or consultant) of the Parties, who, in the good faith judgment of the Parties needs to have access to some or all of the Confidential Information (Representative). Such Representatives are bound by the terms and conditions of this Agreement.

### 5 Disclosures Required by Law

In the event that the Parties or any of their Representatives are requested or required by a law, regulation or Australian Securities Exchange to disclose any of the Confidential Information, it is agreed that, where practicable, such Party provides to the other prior written notice of any such request or requirement so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

### 6 No Representative or Warranty

Although the Parties endeavour to ensure that Confidential Information is reliable, neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information. The Parties agree that neither have any liability to the other or any of their Representatives resulting from the use of the Confidential Information pursuant to this Agreement.

*NDAs stop others from:*

1. *Stealing and sharing your secrets with competitors?*
2. *Headhunting your staff?*
3. *Using your plans?*
4. *Using your secrets?*

## 7 Termination

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This Agreement may be terminated by either Party with 10 days written notice. Upon termination of this Agreement, the Parties promptly return all Confidential Information and all written material containing or reflecting Confidential Information. In addition, the Parties and their Representatives will not retain extracts or other reproductions, in whole or in part, of the Confidential Information. The Parties destroy all documents, emails, cloud-based information, memoranda, notes or other writings prepared by them, or their Representatives, which are based on or reflect any Confidential Information. Termination of this Agreement does not affect the obligations of confidentiality regarding any Confidential Information previously disclosed. The Parties understand and agree that nothing:

- 7.1 requires the disclosure of any Confidential Information; or
- 7.2 requires either Party to proceed with any transaction or relationship.

## 8 Non-waiver

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It is further agreed that no failure or delay by the Parties in exercising any right, power or privilege operates as a waiver, nor any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege.

## 9 Governing Law

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This Agreement is governed by and construed according to the laws of the State in which the first named party resides as evidenced in the first named party's address in this Agreement.

Executed as a Deed on .....20.....

SIGNED, SEALED AND DELIVERED by  
**David Hall**

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**David Hall**

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(Signature of witness)

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(Name of witness)

*Some non-disclosure agreements are only 'one-sided'. This means only one party is protected. However, our law firm's Non-Disclosure Agreement protects multiple parties – it protects everyone who is party to the agreement. It builds trusts between the parties as everyone is treated equally.*

*Build Non-Disclosure Agreement  
<https://www.legalconsolidated.com.au/non-disclosure-agreement/>*

EXECUTED for and on behalf of  
**FamilyOz Investing Pty. Ltd.**  
ACN 156 974 652  
by authority of its Directors  
in accordance with section 127 of the  
*Corporations Act 2001* (Cth)

\_\_\_\_\_  
Signature of Director or Secretary

\_\_\_\_\_  
Signature of Director (if a 2<sup>nd</sup>)

*You can build this document here:*

[https://www.legalconsolidated.com.  
au/non-disclosure-agreement/](https://www.legalconsolidated.com.au/non-disclosure-agreement/)