

MUTUAL NON-DISCLOSURE AGREEMENT

This nondisclosure agreement ("Agreement") is entered into as of _____, 20____ ("Effective Date") by and between QuickCircuit Ltd, registered in Auckland, New Zealand and _____, registered in _____ for the purpose of preventing the unauthorized disclosure of either party's Proprietary and Confidential Information (as defined in this Agreement) which may be disclosed by either party to the other.

In consideration of disclosure of Confidential Information, the parties agree as follows:

1. "Confidential" or "Proprietary" information shall mean the disclosing party information, software, Documentation or products in which the disclosing party claims a proprietary interest, related trade secrets, methods of expression, processes, the disclosing party trademarks and copyrights, and all materials labeled confidential or trade secret or which the receiving party is advised prior to disclosure are confidential or proprietary.
2. "Derivative Works" shall mean products and software based on preexisting products or software, such as a revision, compilation, translation, modification, abridgment, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that would constitute copyright infringement or other infringement of proprietary rights of others therein if prepared without the consent of the copyright proprietor of the pre-existing work.
3. "Documentation" shall mean and include all written explanations, in hard copy or machine readable format, prepared by disclosing party to describe its products, services or other works.
4. The receiving party shall hold and maintain Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of disclosing party.
5. The receiving party hereby recognizes the disclosing party's proprietary interest in its Confidential or Proprietary information, products and software, Derivative Works and Documentation. The receiving party agrees not to communicate, provide, disclose, transfer or otherwise make available during the term of this Agreement or any time thereafter, any information relating to the disclosing party's trade secrets or Confidential Information which the receiving party may acquire or is disclosed to the receiving party under this Agreement, unless previously authorized in writing by the disclosing party. The restrictions contained herein shall not apply to (a) any information that is in the public domain through wrongful act of the receiving party, (b) any information that is disclosed to the receiving party by a third party having legitimate possession thereof and the unrestricted right to make such disclosure, (c) any information that receiving party can demonstrate was within its legitimate possession without any obligation to keep confidential prior to the time of disclosure under this Agreement, or (d) any information independently developed by the receiving party where the receiving party can establish that the development was accomplished without access to the disclosing party's information.
6. For a period of 3 years from the termination of this Agreement, the receiving party shall not disclose any information it receives from the disclosing party that is orally disclosed, or that is in written or visual form and which is marked Proprietary, Confidential, or comparable legend, such as "Company Strictly Private" or "Company Internal Data" to any third party, except upon on a need to know basis, with the prior written approval from the disclosing party, and where such other party has executed a nondisclosure agreement with the receiving party that is in substantial conformity with this agreement, but which in no event provides less protection to the disclosing party than under this Agreement. The receiving party shall use the same degree of care to avoid disclosure or use of the Proprietary Information as the receiving party employs with respect to its own proprietary information of like importance.

7. The receiving party acknowledges and agrees that any disclosure or misappropriation of any of the Confidential or Proprietary Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for any order restraining any such further disclosure or misappropriation and for such other relief as may be appropriate. Such right of the disclosing party is in addition to remedies otherwise available to the disclosing party at law or in equity.
8. At the termination of the obligations under this Agreement, or upon the written request of the disclosing party the receiving party shall either return to the disclosing party all confidential and Proprietary Information, Derivative Works and Documentation received by the receiving party or the receiving party shall destroy such materials and all copies, and said destruction shall be certified in writing by officer of the receiving party.
9. If any provision of this Agreement as applied to either party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, unless such court decision defeats the purpose of this Agreement, the same shall in no way affect (to the maximum extent permissible by law) any other provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
10. Neither party may assign any rights nor delegate any duties under this Agreement without the other party's prior written consent, and any attempt to do without that consent shall be void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
11. This Agreement terminates five (5) years from the Effective Date.
12. This Agreement is entered into in New Zealand and will be governed and construed according to the laws of New Zealand, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the authorised parties below hereby execute this Agreement.

Company Name	QuickCircuit Ltd	
Representative Name		
Designation		
Signature		
Date		