Mutual Non Disclosure Agreement

This agreement protects the confidential project, commercial and technical information that the parties exchange when discussing or carrying out CNC manufacturing, CAD, product design, prototyping or associated work.

Date of agreement: [Insert date]

Party A: KWILADAMA PTY LTD (ABN 14 650 865 268), trading as CNC VOX

Party B: [Full legal name of customer or other counterparty] (ABN/ACN: [Insert])

Project or proposed engagement: [Description or reference]

1 Purpose and interpretation

The parties may exchange Confidential Information solely to assess, quote for, negotiate, design, manufacture, supply or otherwise perform the project described above (the Purpose). Each party may be a Disclosing Party or a Receiving Party depending on who supplies the information.

2 Confidential Information

Confidential Information means information disclosed by or for a party in any form that is identified as confidential or that a reasonable business person would understand to be confidential in the circumstances. It includes drawings, CAD models, 3D files, product designs, prototypes, specifications, samples, material selections, technical methods, prices, quotations, commercial arrangements, customer and supplier details, and non-public project discussions.

The existence and identity of a customer relationship or project are also confidential, except to the limited extent expressly authorised under section 7.

3 Information that is not confidential

Confidential Information does not include information that the Receiving Party can demonstrate was lawfully known to it without an obligation of confidence before receipt; becomes publicly available without breach of this agreement; is lawfully received from an independent source without a duty of confidence; or is independently developed without using the Disclosing Party's Confidential Information. The Receiving Party must be able to substantiate an exclusion if challenged.

4 Obligations of confidentiality

Each Receiving Party must keep Confidential Information confidential, use it only for the Purpose, exercise at least reasonable care to protect it, and not copy or reproduce it except as reasonably required for the Purpose. It must not publish, disclose, sell, license or use the information for its own unrelated business purposes or those of any other person.

These duties apply during the engagement and continue afterwards for as long as the information remains confidential. A party must promptly notify the other of any known unauthorised disclosure or access and take reasonable steps to limit resulting harm.

5 Employees subcontractors and technology providers

A Receiving Party may make Confidential Information available only to its employees and subcontractors who genuinely need it for the Purpose, including necessary communications, cloud storage or production service providers acting on that party's instructions. Before access is given, the

Receiving Party must ensure each recipient is bound by legal or contractual duties of confidentiality appropriate to the information and no less protective in substance than this agreement.

The Receiving Party is responsible for the handling of Confidential Information by those recipients. Disclosure to any other third party requires the Disclosing Party's prior written consent, unless section 6 applies. This clause does not permit a provider to use project information for its own advertising or unrelated purposes.

6 Disclosure required by law

A party may disclose Confidential Information to the extent required by a valid law, court order or lawful regulatory demand. Where legally permitted and reasonably practicable, it must notify the Disclosing Party first, allow a reasonable opportunity to seek protective arrangements, and disclose only the information legally required.

7 Client identification and publicity

The customer may give limited publicity permission by selecting YES in the consent section below. Only if YES is selected may CNC VOX identify the customer's business or organisation name and state, in general terms, the category of services it supplied, including on its website, in project lists and in business credentials.

Permission does not include the customer's logo or trade marks, any personal individual's identity, project photographs, drawings, CAD files, designs, specifications, pricing, manufacturing details or non-public outcomes. Those require separate written authorisation. CNC VOX must not imply an endorsement the customer has not given.

If NO is selected, or neither choice is selected, no publicity permission is granted. A customer who selected YES may withdraw permission for future publications by written notice; CNC VOX will take reasonable steps to remove the reference from channels under its control. Withdrawal does not make earlier authorised publication a breach.

8 Ownership and other agreements

Confidential Information remains the property of the Disclosing Party or its lawful owner. This agreement grants no licence or transfer of intellectual property merely because information is disclosed. Ownership of any new design deliverables and CNC VOX's right to be paid are dealt with in the accepted quotation, the applicable CNC VOX Terms and Conditions and any other expressly signed project agreement. Nothing in this agreement requires either party to place an order or proceed with a project.

9 Return destruction and necessary retention

Upon written request, the Receiving Party must within a reasonable time return or securely destroy Confidential Information that it no longer needs for the Purpose, except for one archival copy or records it must retain by law, for genuine compliance or in routine inaccessible system backups. Retained information remains subject to this agreement, must not be used for another purpose and must be deleted when it is no longer required.

10 Remedies and governing law

The parties acknowledge that unauthorised disclosure may cause harm that cannot be fully repaired by damages alone, and that a party may seek available urgent court relief as well as other lawful remedies. This agreement is governed by the laws of Queensland and applicable Commonwealth law. It may be signed electronically and in counterparts. Any variation must be agreed in writing by both parties.

Client publicity consent

Select one option. If neither is selected, no permission is granted.

[ ] YES CNC VOX may identify our business name and the broad type of services provided, subject to section 7.

[ ] NO The existence and identity of our engagement must remain confidential.

Signatures

For CNC VOX

KWILADAMA PTY LTD (ABN 14 650 865 268)

Authorised signatory: _____

Name and position: _____

Date: _____ Email: _____

For the customer or counterparty

[Legal name and ABN/ACN]

Authorised signatory: _____

Name and position: _____

Date: _____ Email: _____