

Non-Disclosure Agreement (NDA)

1. PURPOSE

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of described below.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this Agreement, "Confidential Information" refers to all information, whether oral, written, or otherwise disclosed, that is provided by the Disclosing Party to the Receiving Party, including but not limited to:

- Business plans and strategies
- Product designs, data, and specifications
- Customer and supplier information
- Financial information
- Marketing strategies
- Any other information marked or identified as confidential

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party agrees to:

- Keep all Confidential Information confidential and not disclose it to any third party without prior written consent from the Disclosing Party.
- Use the Confidential Information solely for the purpose described in Section 1.
- Take reasonable precautions to protect the confidentiality of the information, including but not limited to limiting access to those employees, agents, or subcontractors who need to know such information for the stated purpose.

4. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligations under this Agreement do not apply to Confidential Information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by written documentation.
- Is independently developed by the Receiving Party without the use of or reference to the Confidential Information.
- Is disclosed under the order of a court or other governmental authority.

5. TERM

This Agreement shall remain in effect until the Confidential Information no longer qualifies as confidential, or until terminated by either party with thirty (30) days' written notice. However, the obligations of confidentiality will continue for a period entered below after the termination of this Agreement.

6. RETURN OF MATERIALS

Upon request by the Disclosing Party, the Receiving Party agrees to return or destroy all materials containing Confidential Information that has been provided during the term of this Agreement.



 Hygrade Casting Pty. Ltd.
ABN: 56 646 330 618
 0414 274 641
 info@hygradecasting.com.au
 www.hygradecasting.com.au

7. NO LICENSE

Nothing in this Agreement grants the Receiving Party any rights in or to the Confidential Information, except as expressly set forth herein.

8. NO OBLIGATION TO DISCUSS OR TRANSACT

Nothing in this Agreement obligates the Disclosing Party to disclose any Confidential Information or to enter into any agreement or transaction with the Receiving Party.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of your country typed below.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of date entered below by and between:

Disclosing Party:

Hygrade Casting Pty. Ltd.

ABN: 56 646 330 618

Level 8, Suite 815, 185 Elizabeth
Street, Sydney NSW 2000 Australia

info@hygradecasting.com.au

Receiving Party: