



[Olala Agency \(index.html\)](#)

[Products](#) ▾

[Services](#) ▾

[Docs & tutorials](#) ▾

[Resources \(resources/index.html\)](#)

[Contact \(contact.html\)](#)

[HOME \(/\)](#) / [NON-DISCLOSURE AGREEMENT](#) /

Non-Disclosure Agreement

Revision: 1.0, 13 July 2015

OLALA.com.au (TM) (“we” or “us”) will disclose Confidential Information to [Name] (“you”) for the sole purpose of you [insert purpose for disclosing information] (“Permitted Purpose”) in consideration of you agreeing to the terms and conditions set out in this letter (“agreement”).

Definitions

1. In this agreement:

Confidential Information means:

- (a) the existence and contents of this agreement;
- (b) the fact that any discussions between you and us relating to the Permitted Purpose have taken place or will or may take place, and the contents of any such discussions;
- (c) information concerning our inventions, operations, processes, intellectual property, know-how, design rights, trade secrets, product descriptions, prototypes, patent, applications, databases, financial projections, financial statements, financial assessments, customer details, contracts and any information of and incidental to the development and execution of

Disclosure required by law

12. This agreement does not apply to the disclosure of Confidential Information to the extent that it is required to be disclosed by you under any law, regulation, order of any government agency or the rules of any stock exchange. However, before any such disclosure, you must, to the extent that it does not conflict with your obligations under any such law, regulation, order or rule:

- (a) immediately notify us of the requirement to disclose the Confidential Information; and
- (b) give us a reasonable opportunity to challenge the requirement, and all reasonable assistance and co-operation which we consider necessary to prevent or minimise disclosure of the Confidential Information.

Return and destruction of Confidential Information

13. On request by us, you must:

- (a) promptly return or, at our option, destroy all hard copy documents and other materials constituting Confidential Information (together with any copies you may have made) in your possession or control or that of your Representatives;
- (b) promptly delete all of the Confidential Information in your possession or control or that of your Representatives which is stored in an

our business, products, services, systems, processes, methodologies or software programs;

(d) information concerning access codes, passwords or access methods for access into any of our website or database;

(e) information concerning our business plans, market opportunities, transactions, costs, prices, associations of financial arrangements;

(f) all information (regardless of its material form) disclosed by us to you for or in connection with the Permitted Purpose, and any material developed or created by you which is based on, derived from, which includes or refers to any of that information; and

(g) any information which, by its nature or the circumstances surrounding its disclosure, is or could reasonably be expected to be regarded as confidential to us,

but does not include any information which:

(h) is in or becomes part of the public domain other than by reason of a breach of this agreement or any other obligation of confidentiality owed by you to us;

(i) you can prove was already known to you at the time of disclosure by us; or

(j) you acquire from a third party entitled to disclose it on a non-confidential basis.

Related Bodies Corporate has the meaning given in the Corporations Act 2001 (Cth).

Representative means a director, officer, employee or adviser.

Obligations of confidentiality

2. You must maintain the confidential nature of the Confidential Information.

3. You must not, without our prior written consent, disclose any of the Confidential Information to any person other than to those of your Representatives who need access to it in

electronic or other medium and retrievable in perceivable form; and

(c) despite anything else in this agreement, stop using the Confidential Information.

However, you are not required to return or destroy documents or other materials constituting Confidential Information to the extent that you are obliged by law to keep them.

General provisions

Legal professional privilege

14. If we are entitled to claim legal professional privilege in relation to some or all of the Confidential Information, we do not waive any rights to that privilege as it relates to that information by disclosing it to you under this agreement.

Remedies for breach

15. You acknowledge that:

(a) a breach of this agreement by you may cause us irreparable damage for which damages would be an inadequate remedy; and
(b) in addition to any other remedies that may be available, we may seek injunctive (or similar) relief against any breach or threatened breach of this agreement by you.

16. You agree to indemnify us, and keep us indemnified, against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with, a breach of this agreement by you.

Ownership of Confidential Information

17. The Confidential Information is and will remain our exclusive property, and nothing in this agreement gives you any right, title or interest in it.

connection with the Permitted Purpose.

4. You may only use the Confidential Information for the Permitted Purpose, and may only make copies of the Confidential Information as is reasonably necessary for that purpose.

5. You must not use or exploit the Confidential Information for your own benefit or to our competitive disadvantage.

6. You must establish and maintain effective security measures to safeguard the Confidential Information from unauthorised access, disclosure or use.

7. You must not employ or contract any person currently employed by or contracting to us, at any time in the next 12 months nor enter into any similar arrangement.

8. If and to the extent that any of the Confidential Information disclosed to you contains any information or an opinion about an individual whose identity is reasonably ascertainable from that information or opinion, you must comply with all applicable privacy or data protection laws regulating the collection, storage, use and disclosure of information, as if you were subject to those laws.

Disclosure to Representatives

9. You can disclose Confidential Information to your Representatives only if:

- (a) you have given us notice in writing of the name and title of those of your Representatives you wish to disclose to; and
- (b) we have given you permission to disclose the Confidential Information to those Representatives.

Recipient responsible for Representatives' conduct

10. You unconditionally and irrevocably

Reliance on Confidential Information

18. You acknowledge that neither we nor any of our Representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

Disclaimer

19. You acknowledge and agree that, to the maximum extent permitted by law, we and our Representatives will not be liable for any loss or damage (whether foreseeable or not) suffered by any person using, disclosing or acting on any Confidential Information disclosed by us or any of our Representatives, whether the loss or damage arises in connection with any negligence, default or lack of care on our part or any of our Representatives, or from any misrepresentation or any other cause.

Further assurances

20. Both you and we must, at our own expense, whenever reasonably requested by the other party, promptly do, or arrange for others to do, everything necessary or desirable to give full effect to this agreement.

Term of confidentiality obligations

21. Your obligations of confidentiality survive for 12 months from the date of this agreement.

Governing law and jurisdiction

22. This agreement is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts of that State.






Please confirm your agreement by signing and returning to us the enclosed duplicate copy of

guarantee to us that your Representatives (whether or not still employed or engaged by you or any of your Related Bodies Corporate) do not disclose or use the Confidential Information in a manner contrary to this agreement (as if they were a party to it).

11. You agree to indemnify us, and keep us indemnified, against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with, the disclosure or use of Confidential Information by your Representatives in a manner contrary to this agreement (as if they were a party to it).

this letter

Note: Please contact us if you need to have this document signed and sent to us. We will send you the pdf document.

-  Facebook [_ \(https://www.facebook.com/olala.agency\)](https://www.facebook.com/olala.agency)
-  Twitter [_ \(https://twitter.com/OlalaAgency\)](https://twitter.com/OlalaAgency)
-  Google+ [_ \(https://plus.google.com/collection/0v9oDB\)](https://plus.google.com/collection/0v9oDB)
-  Pinterest [_ \(https://au.pinterest.com/olalaagency/\)](https://au.pinterest.com/olalaagency/)
-  LinkedIn [_ \(https://www.linkedin.com/company/olala-agency/\)](https://www.linkedin.com/company/olala-agency/)

[Contact \(contact.html\)](https://olala.agency/contact.html)

Products

- [OlalaShopping \(olalashopping.html\)](#)
- [MYOBWebLink \(myobweblink.html\)](#)

Services

- [Cloud instances setup \(vps_setup.html\)](#)
- [IT networks & computers \(security_computers_network.html\)](#)
- [Web & apps development \(web_app_development.html\)](#)
- [Graphic & logo design \(graphic_log_design.html\)](#)
- [Photography & media \(photography_media_products.html\)](#)
- [Domain name registration \(domain_name_registration.html\)](#)
- [Web & email hosting \(web_email_hosting.html\)](#)
- [Marketing & advertising \(marketing_advertising.html\)](#)

Docs & tutorials

- [OlalaShopping manual \(docs/olalashopping_manual.html\)](#)
- [OlalaShopping How to \(docs/olalashopping_howto.html\)](#)
- [MYOBWebLink \(docs/myobweblink_manual.html\)](#)
- [Resources](#)
- [Marketing & advertising \(products.html\)](#)

IT networks & security (resources)

Legal

- [Privacy policy \(olala_agency_privacy_policy.html\)](#)
- [Conditions of use \(olala_agency_terms_of_use.html\)](#)
- [Software licenses \(olala_agency_software_license.html\)](#)
- [Cookies policy \(olala_agency_cookies_policy.html\)](#)
- [Non-Disclosure Agreement \(olala_agency_nondisclosure_agreement.html\)](#)

OLALA Agency capabilities

OLALA Agency provides services to businesses of different sizes and industries since 2008. Based on years of experience in industry, we work with our customers to find and implement the best solution tailored on their specific circumstances. We are creative and proactive and we do have experience to deliver real time.



Microsoft Partner Network (2015) | MYOB Global Developer Network (2015) | Apple IOS/OS developer (2012) | Google partner (2013)

Intel Security (McAfee) partner program | CheckPoint (IT security solutions) reseller | Synnex reseller

Amazon AWS, Google Cloud & Microsoft Azure integrator - High availability & high scalability web apps

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Version 1.1 | Powered on Amazon AWS