



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter "Agreement") is entered into this day of/...../..... ("Effective Date") by and between Independent Riders Australia Pty Ltd A.C.N. 606 088 251, (hereinafter "Discloser"), and Parties Named:

.....(NAME),

located at(ADDRESS)

(hereinafter "Recipient") (collectively hereinafter the "Parties").

WHEREAS, Discloser possesses certain proprietary information not known to others relating to business methods, strategies, technology and other ideas in development (hereinafter "Subject Matter"), which contains valuable confidential information, trade secrets, other intellectual property, business information and other information of a sensitive and non-public nature and which Discloser deems proprietary; and WHEREAS, Discloser is willing to disclose and Recipient is willing to receive such Subject Matter from Discloser for the sole purpose of considering a business relationship between Discloser and Recipient (hereinafter "Designated Purpose");

NOW THEREFORE, in consideration of the above premises, the premises set for the herein, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Subject Matter in written, recorded, machine readable, graphic or other tangible form which is received by the Recipient will be prominently marked "CONFIDENTIAL" or marked with words of similar meaning by Discloser on the face thereof or on an individual transmittal document or letter. Any Subject Matter disclosed verbally will be identified as CONFIDENTIAL at the time of disclosure.
2. Recipient agrees not to disclose or communicate in any way, or permit, allow or acquiesce to the disclosure or communication of, the Subject Matter to or by any third party (unless and until Discloser and Recipient separately and expressly agree in writing). Recipient agrees not to use, or permit, allow or acquiesce to the use of, the Subject Matter for any purpose whatsoever other than the Designated Purpose.
3. Subject Matter shall not be deemed proprietary, and the Recipient shall have no obligation to keep it confidential, if the information:
 - a. was previously known to the Recipient, free of any obligation to keep it confidential; or
 - b. is rightfully obtained by Recipient from a third party, free of any obligation to keep it confidential; or
 - c. is given to third parties by Discloser without imposing obligations of confidence similar to those imposed by this Agreement; or
 - d. is or becomes publicly available without a breach occurring under this Agreement; or
 - e. is approved for release by the prior written permission by Discloser; provided, however, that the Individual shall have the burden of proof regarding any event set out in 3a through 3d.
4. The original and all copies of Subject Matter furnished under this Agreement shall be returned to Discloser thereof within ten (10) days of Discloser's request for such return. However, the obligation of confidentiality under this Agreement shall not terminate with the return of the Subject Matter but will terminate five (5) years from date of receipt thereof by the Individual, except for information relating to application program interfaces and software in other than in machine-readable form for which the obligations under this Agreement shall continue until terminated by an event set out in Section 3 above.

5. It is agreed that all Subject Matter and copies thereof, including any product or intellectual property of Discloser referenced therein, shall remain the exclusive property of Discloser. The Parties acknowledge that Discloser is not transferring or waiving any of its rights relative to the Subject Matter. Recipient may use the Subject Matter only for purposes relating to the Designated Purpose, and no license to use the Subject Matter is granted by this Agreement.

6. Nothing contained in this Agreement shall be construed to create the relationship of partners, or of joint venture, or of employer and employee, or of agent and principal, or of co-tenants, or any relationship other than that of independent contractors. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party.

7. NO WARRANTIES, EXPRESSED OR IMPLIED INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY DISCLOSER IN DISCLOSING ANY SUBJECT MATTER under this Agreement. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

It is understood that Discloser does not make any representation as to the condition of completeness of the Subject Matter; that Proprietary Information is furnished by the parties on an "as-is" basis; and that Discloser disclaims any responsibility for supplying support, updates, changes or corrections relative to the Proprietary Information.

8. This Agreement constitutes the entire understanding of the parties with respect to the Subject Matter disclosed by Discloser. This Agreement supersedes all previous and contemporaneous representations, commitments, agreements, and other communications between the parties regarding the Subject Matter whether verbal or oral. The obligations of the Parties under this Agreement may not be released, discharged, changed, or modified (orally or in writing) except by an instrument in writing signed by an officer of each party. This Agreement is deemed by the Parties to be made under and shall be construed in accordance with the laws, but not the rules relating to the choice of laws, within Australia.

IN WITNESS WHEREOF, the parties hereto evidence their acceptance of the terms hereof as of the Effective Date by the signatures of their duly authorised representative below.

Agreed and Accepted by Recipient
(Please sign above and print name and title here)

Date

For Discloser:

Date

Independent Riders Australia Pty Ltd
Name Title

For Discloser:

Date

Independent Riders Australia Pty Ltd
Name Title

Please Scan and return to info@eatmyshorts.com.au