

NON-DISCLOSURE DEED

SCHEDULE

TERM	MEANING
Discloser	Many Heads Pty Ltd (ACN 134 917 383) Address: 18 Morden Street, Birkdale 4159 QLD Email: Clement@manyheadspptyltd.ai
Recipient	Name: Address: [insert address] Email:
Purpose	The Recipient's participation in the Discloser's user acceptance testing (UAT) for the Many Heads/Headway ERP minimal viable product (MVP).
Term	This Deed will commence on the date it is signed by the last of the Parties and will remain in effect until terminated by written agreement signed by both Parties.

EXECUTED AS A DEED

Executed by **Many Heads Pty Ltd (ACN 134 917 383)** in accordance with section 126 of the *Corporations Act 2001* (Cth), by its duly authorised agent:

_____ Signature	_____ Name (Print)
_____ Position (Print)	_____ Date

Signed, sealed and delivered by **Steve Musico** in the presence of:

_____ Signature	_____ Signature of Witness
_____ Name (Print)	_____ Name and Occupation of Witness (Print)
_____ Date	_____ Date

TERMS AND CONDITIONS

Background

- A. This Deed is entered into between the Discloser and the Recipient, together the **Parties** and each a **Party**.
- B. The Discloser would like to share Confidential Information with the Recipient solely in order to facilitate discussions about the Purpose.
- C. To ensure the protection of the Confidential Information shared by the Discloser, the Parties have entered into this Deed.

1. Confidentiality Obligations

- 1.1 This Deed will operate for the Term. However, Confidential Information that qualifies as a trade secret under law will remain protected by this Deed for as long as it keeps its trade secret status.
- 1.2 In consideration for the Confidential Information being disclosed to it, the Recipient agrees for the duration of the Term to:
 - (a) not disclose the Confidential Information to any third party;
 - (b) treat the Confidential Information as strictly confidential, and to use the same care to prevent the disclosure of the Confidential Information as the Recipient uses with respect to its own confidential and proprietary information (and, in any event, not less than the care a reasonable person would use under similar circumstances).
 - (c) only use the Confidential Information for the Purpose and not for any other purpose, including, but not limited to, for personal interest or gain.
 - (d) protect the Confidential Information from unauthorised disclosure and immediately notify the Discloser of any loss or unauthorised use or disclosure of Confidential Information; and
 - (e) only disclose Confidential Information to its Personnel on a strictly need to know basis and only for the Purpose and ensure that such Personnel are subject to confidentiality obligations at least as extensive as those contained in this Deed. The Recipient will be responsible and liable for the acts and omissions of its Personnel.
- 1.3 The confidentiality obligations in clause 1.2 do not apply to information that:
 - (a) the Discloser agrees in writing is not confidential;
 - (b) was already known to the Recipient at the time of disclosure, without any confidentiality restrictions;
 - (c) the Recipient or its Personnel developed independently without reference to the Confidential Information;
 - (d) the Recipient receives from a third party who can lawfully share it;
 - (e) is already public knowledge, unless it became public knowledge due to the Recipient's breach of this Deed; and

- 1.4 that must be disclosed by law or court order, provided that the Recipient only discloses the minimum amount of information that is legally required, and notifies the Discloser to allow the Discloser to object to, or prevent, such disclosure.

2. Ownership

- 2.1 Ownership of Materials: The Recipient acknowledges that the Discloser owns all Intellectual Property Rights in the Discloser's Materials, including the Headway ERP MVP. This Deed does not transfer any of these Intellectual Property Rights to the Recipient.
- 2.2 Limited Use Rights: The Recipient's access to and use of the Confidential Information does not give it any license or right to use the Intellectual Property Rights in the Discloser's Materials, except as specifically stated in this Deed or as permitted in writing by the Discloser.

3. No warranty

All Confidential Information is provided on an "as is" basis for use by the Recipient at its own risk. The Discloser makes no representations, warranties, assurances or guarantees of any kind, whether express or implied, with respect to the Confidential Information, including, without limitation, any representation or warranty of merchantability, fitness for any particular use or purpose, or non-infringement of Intellectual Property Rights or other third party rights.

4. No Commitment

The Discloser is not required to share any Confidential Information. This Deed does not create any obligation for the Discloser to enter into other agreements or continue discussions with the Recipient.

5. Damages

- 5.1 The Recipient agrees that:
 - (a) if the Recipient breaches its obligations under this Deed, the Discloser may suffer loss and/or damage;
 - (b) monetary damages may not be an adequate remedy for the Discloser in relation to such loss and/or damage; and
 - (c) the Discloser is entitled to seek an injunction, specific performance or any other remedy available at law or in equity, in its discretion, to protect its Confidential Information from breach (or threatened or continuing breach) of this Deed by the Recipient, its Personnel or any other persons directly or indirectly acting for, or on behalf of, the Recipient.

6. Return of Confidential Information

- 6.1 The Recipient must (and must ensure that its Personnel) immediately, upon the expiry or termination of this Deed, or when requested by the Discloser (at the Discloser's election):
 - (a) return to the Discloser all information, data and/or documents containing or relating to the Confidential Information; and/or

- (b) destroy any copies of information and documents containing or relating to the Confidential Information not returned to the Discloser,

and provide written confirmation to the Discloser that it has complied with the provisions of clauses 6.1(a) or 6.1(b), as applicable.

- 6.2 The Recipient may keep one copy of such information, in secure and confidential storage, if required by law for record keeping purposes, and only to the extent and for the period required by law. The Recipient agrees that its obligations in relation to Confidential Information will continue to apply to any Confidential Information in its custody or control under this clause 6.2.

7. General

- 7.1 **Amendment:** This Deed may only be amended by written instrument executed by the Parties.
- 7.2 **Assignment:** A Party must not assign or deal with the whole or any part of its rights or obligations under this Deed without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 7.3 **Counterparts:** This Deed may be executed in any number of counterparts that together will form one instrument.
- 7.4 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, this Deed (**Dispute**) without first meeting a representative of the other Party within 10 days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.
- 7.5 **Entire agreement:** This Deed contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 7.6 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Deed and their obligations under it.
- 7.7 **Governing Law:** This Deed is governed by the laws of Queensland.
- 7.8 **Notices:** Any notice given under this Deed must be in writing addressed to the relevant address last notified by a Party. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 7.9 **Privacy:** To the extent that Confidential Information includes information or opinions about identifiable individuals, the Recipient agrees to handle such information in accordance with all applicable privacy laws.
- 7.10 **Severance:** If any part of this Deed is found to be invalid or unenforceable, it will be interpreted as narrowly as possible to make it valid and enforceable. If that is not possible, that unenforceable part will be removed from the Deed. The rest of the Deed will remain valid and enforceable.

- 7.11 **Survival:** Clauses 1.1, 5 and 6.2 will survive the expiry or termination of this Deed.

8. Definitions

- 8.1 In this Deed, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

Confidential Information includes but is not limited to:

- (a) any commercially sensitive or valuable documentation or information of the Discloser.
- (b) analytical information, business methods or models, business plans, concepts, customer and supplier lists (including any prospective or proposed customer and supplier lists), designs, financial or monetisation plans, discussions relating to the UAT sessions (including any feedback, findings or outcomes), funding arrangements, ideas, information, knowledge, know-how, intellectual property, inventions, manufacturer's data record generation logic and system outputs, MVP, operating procedures, processes, project data uploaded or generated during UAT, quality assurance and inspection workflows and processes, software and source code (including, but not limited to, actual or planned software functions or features), technology, techniques, or trade secrets, including but not limited to CC1-CC3 configuration requirements sourced from the Discloser's SharePoint sites, any configuration undertaken to on-site client specifications, and any information relating to ISO 9606 welder qualification standards, ISO 3034 corrugated fibreboard standards, and compliance processes applied by the Discloser;
- (c) any outcomes being validated during UAT, including:
 - (i) **Project & Weld Management:** project creation, drawing upload and weld annotation, weld allocation and real-time status tracking.
 - (ii) **Inspection & Quality Assurance Workflows:** inspector access to assigned welds, workflows (including approval, rejection and rework workflows), non-destructive testing request initiation and report attachment and role-based access separation information (including welder, inspector, and admin).
 - (iii) **Traceability & Compliance:** full weld traceability (including welder, inspection status, and non-destructive status), version-controlled records and audit-ready change history and manufacturer's data record generation from live project data;
 - (iv) **Reporting & Close-Out:** any information relating to daily weld reporting, manufacturer's data record generation without manual cleanup and project-close within the system;
 - (v) **Configuration Process:** the process by which the system is configured, including the use of Google Sheets for data

management, project creation, the inspection and test plan (ITP) and qualification register, and the site repository holding vendor and contractor information; and

- (d) notes, records and related information generated by the Recipient (or any of its Personnel) from the Confidential Information or generated by the Recipient (or any of its Personnel) for the Discloser or the Purpose, including any copies of the Confidential Information, and copies of the notes, records and related information generated,

whether or not such information is reduced to a tangible form or marked in writing as “confidential” or is provided orally, and whether it is disclosed by the Discloser to the Recipient (or any of its Personnel) or received, acquired, overheard, or learnt by the Recipient (or any of its Personnel) in any way whatsoever.

Deed means this Non-Disclosure Deed and all schedules, annexures and attachments included, or referred to, in this Non-Disclosure Deed.

Discloser’s Materials means any and all work, models, processes, technologies, strategies, materials, information, documentation and services, that are owned, licensed or developed by or on behalf of the Discloser or its Personnel, and includes any future materials.

Intellectual Property Rights means any intellectual property or other proprietary rights in any copyright, registered or unregistered designs or trademarks, domain names, know-how, inventions, processes, trade secrets or right to keep confidential information confidential; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not.

Personnel means, in respect of a Party, any of its employees, consultants, contractors, officers, professional advisers or agents.

Purpose has the meaning given in the Schedule.

Schedule means the schedule to this Deed.