

## NONDISCLOSURE AGREEMENT

This non-disclosure agreement (“NDA”), dated as of the submission time in the electronic form below, is entered into by the undersigned user of the Freelancer.com site (“Website”) who is the offeror and provider of certain services through the Website (“**Seller**”), and the undersigned purchaser of such services through the Website (“**Buyer**”).

**Whereas**, the Buyer and Seller, for their mutual benefit, desire to enter into a transaction whereby the Seller will perform certain services as directed by the Buyer; and

**Whereas**, for the purposes of facilitating the Seller to provide the services to the Buyer, the Buyer has agreed to provide the Seller with certain information concerning the services the Seller is to complete (“Project”) subject to the terms of this NDA.

**Now, therefore, in consideration of the mutual promises and covenants contained in this NDA**, any access to Confidential Information, as described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Buyer and Seller agree as follows:

1. “**Confidential Information**” shall include all information concerning or related to any work requested or directed by the Buyer, including without limitation any projects, business, or affairs of the Buyer (whether transmitted orally, in writing, or through any electronic medium and whether transmitted prior to or after the date of this NDA) that are not known by or generally available to the public at large, including without limitation, that which relates to any work requested of the Seller by the Buyer, projects, jobs, research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, pricing information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that the Buyer is obligated to keep confidential.
2. The Confidential Information shall be kept in strict confidence by the Seller and shall not be used, without the Buyer’s prior written consent, for any purpose other than in connection with the performance of services by the Seller for or at the direction of the Buyer. The Confidential Information shall not be disclosed to any persons other than those Representatives (as defined below) who have a need to know. “**Representatives**” shall mean the affiliates, directors, officers, employees, professional advisers and agents of the Seller. The Seller shall inform its Representatives of the confidential nature of the Confidential Information and shall direct its Representatives to hold the Confidential Information in strict confidence.
3. The restrictions set forth in paragraph two (2) shall not apply to any information which: (a) is or becomes generally available to the public through no violation of this NDA; (b) was available to the Seller on a non-confidential basis prior to its disclosure to the Seller by the Buyer; (c) becomes available to the Seller on a non-confidential basis from a source other than the Buyer, provided that such source is not bound by a confidentiality agreement with the Buyer; or (d) is required to be disclosed to any court, regulatory authority, other governmental authority or pursuant to any requirement of law.
4. The Confidential Information shall at all times remain the property of the Buyer. No patent, license or other right is granted by this NDA or any disclosure of Confidential Information

hereunder. Upon termination of this NDA, or at any time upon the Buyer's request, the Seller will immediately return to the Buyer, or destroy at the Buyer's sole discretion, all tangible records and all copies within the Seller's possession, custody, or control containing or reflecting any portion of the Confidential Information.

5. Should the Seller use, publish or disclose any Confidential Information in an unauthorized manner, the Buyer shall be entitled to: (a) preliminary and permanent injunctive relief; (b) all costs and fees relating thereto (including reasonable attorneys' fees) and any and all damages resulting therefrom; and (c) any other relief afforded by applicable law.
6. Buyer and Seller acknowledge and agree that Freelancer.com is not an anonymous marketplace. For the avoidance of doubt, information sufficient to identify Buyer and Seller, including name and address, may be disclosed in the normal course of business, including to transacting parties, and may also be disclosed in the event of a dispute between Buyer and Seller.
7. The term of this NDA shall be three (3) years from the submission time in the electronic form below. Notwithstanding the foregoing, the restrictions set forth in paragraph two (2) shall apply until such time as Seller can establish that such Confidential Information is known to the general public, provided such knowledge by the general public is not due to Seller's acts or omissions.
8. This NDA is governed by the laws of New South Wales, Australia. In any action brought by Buyer, arising out of, or to enforce, this NDA, Seller irrevocably and unconditionally submits to the jurisdiction of the courts of the jurisdiction selected by Buyer for such action.
9. Any term of this NDA which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this NDA shall not be affected by such severance.
10. This NDA shall not be amended or modified, and none of the provisions shall be waived, except in writing signed on behalf of the parties or, in the case of a waiver, on behalf of the party making the waiver.
11. This NDA may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. This NDA may be signed electronically and each electronic signature will be treated the same as a handwritten signature.

**In witness hereof**, and intending to be legally bound hereby, the undersigned parties have executed this NDA.

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This Agreement relates to the confidentiality agreed upon for the project:

"Project Name" listed Project Listed Time

Agreed to by the Freelancer

*Party A, Sign Time.*

Agreed to by the Job Owner

*Party B, Sign Time.*