



Australian Sentinel HaloITSM and HaloPSA Practice, **Non-Disclosure Agreement**

V3.2

Jan 2025

Author: Natasha Smith

Acceptance - IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below, with the intent that they be legally and equitably bound by its terms.

Signature: _____

Name:

Date:

Position:

Signature: _____

Name: Tim Crouch

Date:

Position: Director, Australian Sentinel

Copyright: *The concepts and ideas submitted to you by us are of a confidential nature and are submitted to you on the understanding that they are to be considered by you in the strictest confidence and that no use shall be made of the said concepts and ideas, including communication to a third party, without our prior consent.*

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1 Confidential and Proprietary Information

The Receiving Party will have access to confidential and proprietary information related to the Disclosing Party's Halo platform instance(s), including but not limited to :

- Customer data, user data, tickets, and service records
- System configurations, integrations, and custom scripts
- Credentials, access tokens, and API keys
- Business processes, internal documentation, and strategic plans
- Any data stored or processed in Production environments

All such information shall be treated as confidential and proprietary, regardless of whether it is marked as such.

In the course of determining whether to enter into the Transaction, the Receiving Party has had and will have access to, certain Disclosing Party's confidential and proprietary business documents and information, such as but not limited to: information related to released or unreleased software, financial information, confidential customer lists, sources of supply, technologies, products, know-how, product specifications, trade secrets, current and future product marketing plans and product characteristics and specifications, product, business policies, systems or practices, employees and information received from third parties, all of which are confidential and proprietary and are owned and used by the Disclosing Party in connection with its business. Such information shall be referred to hereinafter as "Information" and shall also include any and all other confidential and proprietary information relating to the business conducted by the Disclosing Party. The Parties shall use their best efforts to mark all written information provided pursuant to this Agreement CONFIDENTIAL or PROPRIETARY; however, lack of such a mark shall not affect the confidential or proprietary nature of the Information. Each Party shall use its best efforts to follow up any verbal conditions of confidentiality with written confirmation.

For clarity, both parties may act as either the Receiving Party or the Disclosing Party, as each will have access to information and the Halo instance of the other party.

2 Confidential Nature of Discussions

Neither Party shall disclose to any third party the fact that they are exploring a potential commercial relationship without the express permission of the other Party.

3 Obligations of the Consultant

- Access Production systems only through approved secure channels
- Use credentials provided solely for the purpose of fulfilling contractual duties
- Not disclose, copy, or retain any confidential data outside the scope of work

- Immediately report any data breach or unauthorized access
- Refrain from downloading or storing Production data locally unless explicitly authorized.

4 Non-Confidential or Proprietary Information

The restrictions set forth in this Agreement on the use or disclosure of Information shall not apply to any information:

- a) Which is independently developed by the Receiving Party; or
- b) Rightfully received free of restriction from another source having the right to furnish such information; or
- c) After it has rightfully become generally available to the public; or
- d) Which at the time of disclosure to the Receiving Party was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possession; or
- e) Which the Disclosing Party agrees in writing is free of such restrictions.

5 Fiduciary Obligations

The Receiving Party acknowledges that the Disclosing Party has protected the secrecy of all Information, that said Information is of critical importance to The Disclosing Party and that The Receiving Party shall keep all Information in a fiduciary capacity for the sole benefit of the Disclosing Party. The Receiving Party agrees to protect Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own trade secrets or confidential and proprietary information of a similar nature. The Receiving Party agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party's Information.

For clarity, both parties may act as either the Receiving Party or the Disclosing Party, as each will have access to information and the Halo instance of the other party. Each party owes the same duty of care when handling the other's information.

6 Non-Use and Non-Disclosure

The Receiving Party agrees to hold all Information received from the Disclosing Party in confidence for a period of three (3) years from the receipt of the Information. The Information shall be used solely for the purpose of enabling the consultant to access and support the Halo platform instance. The Receiving Party shall not make any changes to the platform or use any client data without the Client's explicit written permission.

For clarity, both parties may act as either the Receiving Party or the Disclosing Party, as each will have access to information and the Halo instance of the other party.

7 Non-Solicitation Employees

Each Party agrees to refrain from soliciting any of the other Party's employees for a period of one year from the date of this Agreement. Employees shall include all current employees of the Parties and all new employees hired by the Parties during the review and evaluation of the Information provided pursuant to this Agreement as well as independent contractors employed during the term of this agreement. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of this Section.

8 Attorney's Fees

If any legal action arises relating to this section of this Agreement, the prevailing party shall be entitled to recover its court costs, expenses, and reasonable attorney's fees. Arbitration shall be considered a legal action for the purposes of this section.

9 No License Granted

No license to the Receiving Party, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of Information to the Receiving Party. None of the Information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee, or inducement by either Party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of either Party.

10 Disclaimer

Neither this Agreement nor the disclosure or receipt of Information from either Party to the other Party shall constitute or imply any promise or intention to pursue any business opportunity described in the Information or make any purchase of products or services by either Party or its affiliated companies or any commitment by either Party or its affiliated companies with respect to the present or future marketing of any product or service.

11 Ownership of Information

All information related to the Halo platform instance shall remain the property of the Disclosing Party. The Receiving Party shall return or destroy all such information within thirty (30) days upon written request or when it is no longer needed for the agreed purpose.

Each party shall retain all right, title, and interest in and to its own Confidential Information, including all intellectual property rights therein.

12 Term

The term of this Agreement shall be one (1) year from the date of its execution by both Parties. Each Party agrees that all of its obligations undertaken herein as the Receiving Party shall survive and continue for the period specified in Paragraph 5 regardless of any prior termination of this Agreement.

For clarity, both parties may act as either the Receiving Party or the Disclosing Party, as each will have access to information and the Halo instance of the other party.

13 Entire Agreement

This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto.

14 Amendment and Modification

No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

15 Non-Assignment

This Agreement shall not be assigned, in whole or in part, by either Party without the express written consent of the other Party.

16 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of NSW, Australia. The parties agree to the exclusive jurisdiction of the courts located in Australia.

17 Severability

Should any provisions of the Agreement be invalidated, the remaining terms and condition of the Agreement shall remain in full force and effect.

18 No Representation

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Information except to the extent as may be expressly set forth in any definitive written agreement the Parties to this Agreement may execute in the future. The Disclosing Party shall not have any liability to The Receiving Party from the delivery or use of the Information except to the extent expressly set forth in any such definitive agreement.

For clarity, both parties may act as either the Receiving Party or the Disclosing Party, as each will have access to information and the Halo instance of the other party.

19 Miscellaneous

- a) This Agreement shall not obligate or be construed to obligate either Party to agree to enter into any sort of commercial relationship or to purchase or sell, or enter into any agreement to purchase, sell, license or develop any products, services or any other assets from any other party.
- b) The Parties hereto shall perform their respective obligations hereunder without charge to the other.
- c) Nothing in this Agreement shall grant either Party the right to make commitments of any kind for or on behalf of the other Party.
- d) This Agreement shall not limit either Party regarding the development of or release by either Party of products which may contain elements similar to those contained or described in the other Party's proprietary Information, provided that any such elements are independently derived from a source other than the proprietary Information released pursuant to this Agreement.
- e) For the purposes of this Agreement, the term The Receiving Party shall mean the Party receiving Information and all of its affiliates, shareholders, partners, subsidiaries, and related companies.
- f) For the purposes of this Agreement, the term The Disclosing Party shall mean the Party disclosing Information and all of its affiliates, shareholders, partners, subsidiaries, and related companies.

Revision History

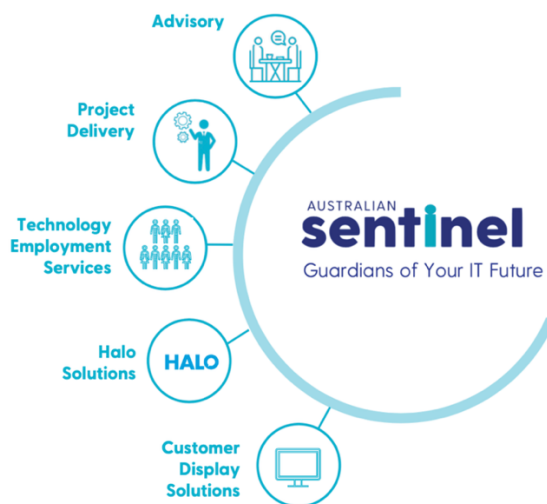
Date	Version Number	Author	Comments
May 2019	1.0	Sarah McCars	First Release
Jan 2020	2.0	Sarah McCars	Second Release
Jan 2021	3.1	Sarah McCars	Refreshed / minor revision
Jan 2025	3.2	Natasha Smith	Refreshed / minor revision

Like to get in touch...



Australian Sentinel is a leading Halo Partner in the Asia Pacific; Experts in Enterprise Service Management, Technology Procurement, Managed Services and Project Services. We are technology specialists located in Tower One Barangaroo International Towers Sydney (headquarters) and Southbank Boulevard, Southbank, Melbourne.

- Halo Licensing
- Implementation & Migration
- Pre-paid Service Credits
- Support & Enablement



Australian Sentinel has a culture of learning and adapting and offer flexible working to our team. We are an equal opportunity employer and are proud to value diversity and flexibility..

For more information, please contact our Headquarters on +612 8114 4404 or visit us at www.australiansentinel.com