

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made on between:

Disclosing Party:

Three Kings Pty Ltd
27 Nottingham Street
Pahran, Victoria, Australia
hello@refreshtheride.com

Receiving Party:

(collectively, “the Parties”)

1. Purpose

The Disclosing Party intends to disclose certain confidential and proprietary information relating to its *Smart Rail Enhanced Amenities Solution* (“Confidential Information”) for the purpose of evaluating, negotiating, or engaging in discussions regarding a potential business relationship or collaboration (“the Purpose”).

2. Definition of Confidential Information

“Confidential Information” means all non-public information, whether written, electronic, visual, or oral, including but not limited to trade secrets, intellectual property, business plans, technical data, financial information, product specifications, processes, concepts, know-how, customer lists, marketing plans, software, designs, and documentation disclosed by the Disclosing Party to the Receiving Party.

Confidential Information does not include information that:

- (a) is or becomes publicly known through no breach of this Agreement;
 - (b) is lawfully obtained by the Receiving Party from a third party without breach of any obligation of confidentiality;
 - (c) is independently developed by the Receiving Party without reliance on the Disclosing Party's Confidential Information.
-

3. Obligations of the Receiving Party

The Receiving Party shall:

- (a) keep all Confidential Information strictly confidential and secure;
 - (b) not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
 - (c) use the Confidential Information solely for the Purpose;
 - (d) limit access to Confidential Information to employees or agents who have a strict need-to-know and are bound by similar confidentiality obligations;
 - (e) take reasonable care to protect the Confidential Information from unauthorized use, disclosure, or publication.
-

4. Intellectual Property Rights

All intellectual property rights in or relating to the Confidential Information remain the exclusive property of the Disclosing Party. No license, assignment, or transfer of ownership is granted to the Receiving Party except the limited right to use the Confidential Information strictly for the Purpose.

5. Data Protection

The Receiving Party agrees to handle any personal data contained within the Confidential Information in accordance with applicable privacy and data protection laws, including the Privacy Act 1988 (Cth), and to immediately notify the Disclosing Party in the event of any suspected data breach.

6. Term and Termination

This Agreement commences on the date signed and continues for two (2) years or until terminated by mutual written agreement. The confidentiality obligations survive termination for a period of two (2) years.

Upon termination, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and certify such return or destruction in writing.

7. Indemnity

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party against any claims, damages, losses, liabilities, costs, or expenses (including reasonable legal fees) arising out of or relating to any breach of this Agreement.

8. No Warranty

The Confidential Information is provided “as is” without warranty of any kind. The Disclosing Party makes no representation or warranty, express or implied, regarding the accuracy or completeness of the Confidential Information.

9. Dispute Resolution

If any dispute arises under or in connection with this Agreement, the Parties agree to first attempt to resolve the matter by good faith negotiation. If not resolved within thirty (30) days, the Parties agree to submit the dispute to mediation administered by the Australian Disputes Centre before resorting to litigation.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia, and the Parties submit to the non-exclusive jurisdiction of the courts of Victoria.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior written or verbal discussions or agreements relating to its subject matter. No variation or modification will be valid unless in writing and signed by both Parties.

12. Notices

Any notices under this Agreement shall be given in writing and delivered by email, registered post, or courier to the addresses set out above or as otherwise notified in writing. Notices are deemed received:

- (a) if by email, when acknowledged by reply email;
- (b) if by post, three (3) business days after dispatch;
- (c) if by courier, upon delivery confirmation.

13. Signatures

Signed on _____ :

For Three Kings Pty Ltd

Signature: _____

Name: Dino Deprisco

Title: Director

For [Receiving Party]

Signature: _____

Name: _____

Title: _____