Bradnam’s Windows and Doors Pty Ltd is willing to disclose confidential information to the User on and subject to the following provisions:

1. The User shall receive and keep the Confidential Information secret and confidential and not disclose such Confidential Information.

2. The User shall take all necessary precautions to ensure that such undertaking is enforced and is enforceable and take such action as is necessary to ensure that patentability or other intellectual property rights of the supplier is not destroyed through making information available to the public.

3. The User shall disclose the Confidential Information only under binding obligations of confidence (which it undertakes to enforce and for which it is legally responsible) to those of its employees, seconded staff, officers, agents and consultants as need to have access thereto wholly and exclusively for the purpose for which the information is supplied.

4. The User shall not seek to obtain any legal interest in the intellectual property contained in the Confidential Information.

5. Upon termination of this Agreement, in the event that the User is in breach of any of the conditions of this Agreement, and at any other time on the written request of the Supplier, the User will make no further use of or disclosure of any other Confidential Information.

6. The User acknowledges and agrees that the property and copyright in Confidential Information disclosed to it by the Supplier, including any documents, files and any other items containing any Confidential Information, belongs to the Supplier.

7. This Agreement shall neither prejudice nor limit the rights of the Supplier in respect of any intellectual property rights in the Confidential Information.

8. Except as provided herein, the User may not assign or transfer any rights or obligations hereunder without the prior written consent of the Supplier.

9. This Agreement shall not be construed to:
   (a) Grant the User any licence or rights other than as expressly set out herein in respect of the Confidential Information; nor
   (b) Require the Supplier to disclose any Confidential Information to the User.

10. The Supplier gives no warranties in relation to the Confidential Information disclosed by it hereunder and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given by the Supplier as to the accuracy, completeness, capabilities or safety of any materials or information provided under this Agreement.

11. All notices required to be served pursuant to this Agreement shall be made in writing to the addresses at the head of this Agreement.

12. The validity, construction and performance of this Agreement shall be governed by the law of Queensland. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Queensland to which the parties hereto hereby submit.