

MUTUAL NON-DISCLOSURE AGREEMENT



THIS MUTUAL NON-DISCLOSURE AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY NO RESERVATIONS PTY. LTD., AND THE ENTITY THAT IS IDENTIFIED BELOW.

NO RESERVATIONS PTY. LTD., and its trading names and subsidiaries (also referred "Layer 8 Security")

Address: No Reservations Pty. Ltd.
60 – 62 Merluna Road
Park Ridge South
Queensland, 4125

Phone: +61413 743 433

AND _____ and its trading names and subsidiaries, ("Company")

Address: _____

Phone: _____

Agreed for and on behalf of No Reservations Pty. Ltd.:

Name : Robert de Haan
Title : Director
Effective Date _____

Agreed for and on behalf of Company:

Name : _____
Title : _____
Date : _____

Signature : _____

Signature : _____

RECITALS

- A. EACH PARTY ENVISAGES PROVIDING CERTAIN INFORMATION TO THE OTHER PARTY FOR THE FOLLOWING DISCLOSURE PURPOSE(S): A POTENTIAL BUSINESS RELATIONSHIP;**
- B. EACH PARTY HAS AGREED THAT DISCLOSURES OF INFORMATION BETWEEN THE PARTIES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

1. CONFIDENTIAL INFORMATION AND EXCLUDED INFORMATION

- 1.1. "Confidential Information" shall mean information that is revealed by or obtained through a party (whether in writing, orally or by any other means) (a "Disclosing Party") to the other (a "Receiving Party") including, without limitation, (i) all forms and types of financial, business, scientific, technical, economic, or engineering information including, for example, pricing, strategies, studies, assessments, plans, compilations, program devices, formulae, designs, methods, techniques, processes, procedures, programs, or codes and any information directly relating to the integrity or security of computer networks or systems; (ii) information traditionally recognized as trade secrets; (iii) all data and information about a party's customers (current, former or prospective) and Employees and Advisors (as such terms are defined below); (iv) the terms and conditions of this Agreement (including, without limitation, the Disclosure Purpose); and (v) all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing.
- 1.2. The confidentiality obligations set forth under this Agreement do not extend to Excluded Information. For the purposes of this Agreement, "Excluded Information" means information that the Receiving Party can demonstrate (i) was known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (ii) became publicly available through no act or omission of the Receiving Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was developed at any time by the Receiving Party independent of the Disclosing Party's Confidential Information.

2. RESTRICTED USE

- 2.1. The Receiving Party must keep Confidential Information under its control, establish and maintain adequate security measures to safeguard Confidential Information and shall treat the Disclosing Party's Confidential Information with at least the same degree of care as it protects its own confidential and proprietary information of a similar nature but, in any event, with no less than a reasonable degree of care. The Receiving Party shall only use the Confidential Information for the Disclosure Purpose.
- 2.2. The Receiving Party shall not disclose, duplicate, transmit or otherwise disseminate in any manner the Disclosing Party's Confidential Information, except to the Receiving Party's officers, directors and employees (collectively "Employees"), and the Receiving Party's agents, contractors and advisors (including, without limitation, financial advisors, legal advisors, auditors and accountants) retained by the Receiving Party (collectively "Advisors"). All such persons receiving Confidential Information shall have a need to know and shall be bound by professional duty or in writing (in advance) to confidentiality

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and non-use obligations at least as protective of such information as this Agreement. The Receiving Party shall be liable to the Disclosing Party in the event that any of its Employees or Advisors breach such obligations, and upon the Disclosing Party's request, the Receiving Party shall promptly provide documentary proof of its compliance with the immediately preceding sentence.

- 2.3. Each party may only make as many copies of Confidential Information as are reasonably necessary for its permitted use under the terms hereof, and each such copy will be marked with the same proprietary notices, indicia and legends that appear on the originals.
- 2.4. In the event that the Receiving Party is required to disclose Confidential Information to comply with an order of a court of competent jurisdiction or with a mandatory requirement of a governing regulatory body, such party shall, to the extent permitted by law and as soon as reasonably practicable under the circumstances, inform the Disclosing Party to allow it an adequate opportunity to object to the disclosure order or to take such other actions as are necessary to preserve the confidentiality of the information. The Receiving Party shall cooperate with the Disclosing Party in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

3. INTELLECTUAL PROPERTY RIGHTS, CURRENT OR FUTURE DEVELOPMENTS

- 3.1. As between the Disclosing Party and the Receiving Party, Confidential Information and all applicable intellectual property rights embodied in the Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this Agreement shall be construed as granting any rights to the Receiving Party or any of its Employees or Advisors, by license or otherwise, to any of the Disclosing Party's Confidential Information, except to the extent as expressly stated in this Agreement.
- 3.2. The Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it that compete with the products, systems or services contemplated by Disclosing Party's Confidential Information.

4. WARRANTIES NOR REPRESENTATIONS

- 4.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, IN RELATION TO ITS CONFIDENTIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE ACCURACY, TIMELINESS OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE CONFIDENTIAL INFORMATION FOR A PARTICULAR PURPOSE.

5. UNAUTHORIZED DISCLOSURE OR USE

- 5.1. Each party agrees to advise the other party promptly in writing of any unauthorized misappropriation, disclosure or use by any person of the other party's Confidential Information which may come to its attention and to take all steps reasonably requested by the disclosing party to limit, stop or otherwise remedy such misappropriation, disclosure or use.
- 5.2. The unauthorized disclosure or use of any Confidential Information may cause immediate and irreparable injury to the Disclosing Party which could not be adequately compensated by monetary damages. Each party therefore authorizes the other party to seek any temporary or permanent injunctive relief necessary to prevent such disclosure or use, or threat of disclosure or use.

6. TERM ; TERMINATION ; EFFECTS OF TERMINATION

- 6.1. This Agreement shall become effective on the Effective Date stated above. This Agreement shall continue in force for three (3) years unless earlier terminated in accordance with Section 6.2.
- 6.2. Each party may terminate this Agreement at any time, for any reason or no reason, by serving at least fifteen (15) days prior written notice to the other party.
- 6.3. Upon expiration or termination of this Agreement the Receiving Party's right to use the Disclosing Party's Confidential Information ceases and the Receiving Party must, upon the Disclosing Party's request and at the Receiving Party's expense, promptly return to the Disclosing Party or permanently destroy all of the Disclosing Party's Confidential Information in its power, possession or control. Having acknowledged that it, particularly within a networked environment, the return and/or destruction of electronically stored information may be impossible, extremely or otherwise unduly difficult or costly, the immediately preceding sentence is not intended to, and does not obligate the Receiving Party to make extra-ordinary efforts to destroy electronically stored copies of the Confidential Information, provided that, in relation to any such copy that is not destroyed the Receiving Party's obligations of confidentiality and restricted use shall continue as per the provisions of this Agreement.
- 6.4. Notwithstanding Section 6.3, the Receiving Party may retain a reasonable number of copies of the Confidential Information (and any materials embedding the same) ("Retained Copies") for the sole purpose of (i) satisfying any legal or regulatory requirements regarding record and data retention that the Receiving Party is obligated to comply with; (ii) enforcing this Agreement; and/or (iii) archiving consistent with good business practices and the Receiving Party's internal policies. For the avoidance of doubt, the Receiving Party's obligations of confidentiality and restricted use as set forth in this Agreement shall continue in respect of such Retained Copies as per the provisions of this Agreement.

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- 6.5. Notwithstanding anything else in this Agreement, the Receiving Party's obligations of confidentiality and restricted use hereunder shall continue in force during the term of this Agreement and shall survive for three (3) years following the expiration or termination of this Agreement or, in the case of trade secrets, until such time as the Confidential Information does not qualify as a trade secret.

7. GENERAL PROVISIONS

- 7.1. Notice. Any notice required or permitted by this Agreement shall be served in writing to Imperva or Company (as applicable) to the attention of "Legal Department" at the notice address indicated above and will be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) two (2) days after it is sent if by overnight delivery by a major commercial delivery service. Either party may, by like notice, specify or change an address to which notices and communications shall thereafter be sent.
- 7.2. Entire Agreement. Save as expressly stated herein, this Agreement represents the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements, understandings or commitments between the parties whether oral or written with respect to the subject matter hereof.
- 7.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect.
- 7.4. Relationship of the Parties. The parties hereto are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Imperva and Company. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein. This Agreement does not express or imply any commitment on behalf of either party to disclose any particular information to the other party or to purchase or sell goods or services from or to the other party, or to conclude any similar business transaction with the other party.
- 7.5. Waiver. A provision of or a right created under this Agreement may not be (i) waived except in a writing executed by the party granting the waiver; or (ii) varied except in a writing duly executed by the parties. No waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provision hereof.
- 7.6. Assignment. Neither party may assign or otherwise transfer its rights and obligations (in whole or in part) under this Agreement to any person or entity without the other party's prior written consent, which shall not be unreasonably withheld or delayed; provided that, either party may, without such consent, assign and transfer this Agreement to a successor to substantially all of its business or assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 7.7. Governing Law and Jurisdiction. This Agreement is governed by the laws of Queensland (and intended in conjunction with the laws of New South Wales and Victoria; when not in conflict with the laws of Queensland) and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland (with consideration of the jurisdiction of the courts of New South Wales).

- END OF AGREEMENT -