

Non-Disclosure Agreement (NDA) – Client-Facing Version

Effective Date: 2 March 2026

Disclosing Party (you):

Name: Alpha Omega Systems Aust Pty Ltd and any other related entities.

Address: Ground Floor ,470 St Kilda Road Melbourne VIC 3004

Receiving Party (clients): as shown the submission form on line.

by ticking the box all parties agree you have read and accept the terms of this confidential agreement .

1. Purpose

The Receiving Party will receive Confidential Information solely for evaluating or participating in the **SMSF structure allowing off the plan purchase – e.g., “the 3-Tier SMSF property-Business”]** (“Purpose”).

2. What Is Confidential Information?

Any non-public material disclosed by the Disclosing Party, whether oral, written, electronic, or visual, that is marked “confidential” or that a reasonable person would understand to be confidential, including but not limited to:

- Business plans, financial forecasts, pricing, and models
- Technical designs, schematics, source code, and system architecture (e.g., the NDUT / UHT / DUT structure)
- Legal documents, contracts, and trust deeds
- Client lists, supplier details, and marketing strategies

3. What Is Not Confidential?

Information that:

- Was already known to the Receiving Party without breach of any duty;
- Becomes publicly available through no fault of the Receiving Party;
- Is independently developed without reference to the Disclosing Party’s Confidential Information; or
- Is received from a third party who is not bound by a confidentiality obligation.

4. Receiving Party’s Obligations

1. **Use only for the Purpose** – No other use is permitted.
2. **Protect the information** – Apply at least the same degree of care you use for your own confidential data (reasonable care).
3. **Limit access** – Share only with employees, advisors, or contractors who need it for the Purpose and who are bound by comparable confidentiality duties.
4. **No disclosure** – Do not disclose, publish, or otherwise distribute any Confidential Information without our prior written consent.
5. **Can not be replicated or used again without the written consent of the company.**

5. Term of Confidentiality

These obligations remain in effect for **five years** after the Effective Date (or until the information no longer qualifies as confidential under Section 3, whichever occurs later).

6. Return / Destruction

Upon request or termination of this Agreement, you must promptly:

- Return all physical copies of Confidential Information; and
- Delete all electronic copies, confirming in writing that deletion is complete.

7. No License Granted

This Agreement does **not** grant you any rights, title, or interest in the Confidential Information, except the limited right to use it for the Purpose.

8. No Obligation to Proceed

Either party may stop discussions or negotiations at any time without liability, but any Confidential Information already received stays subject to this NDA.

9. Remedies

A breach may cause irreparable harm. We may seek injunctive relief in addition to any other legal remedies.

10. Governing Law & Jurisdiction

This Agreement is governed by the laws of **[State / Country]**. Any dispute will be resolved in the courts of **[State / Country]**.

11. Entire Agreement & Amendments

This document constitutes the entire agreement regarding Confidential Information. Any change must be in writing and signed by both parties.

☒ Acknowledgment (Tick Box)

☐ I have read, understood, and agree to be bound by the terms of this Non-Disclosure Agreement.

When the client checks the box (or selects "I Agree" in an electronic form) and provides their name/date, the NDA is considered accepted.