

NON-DISCLOSURE, NON-CIRCUMVENTION, AND NON-REPLICATION AGREEMENT

THIS AGREEMENT is made on the date of acceptance of the submission form.

BETWEEN

Alpha Omega Systems Pty Ltd (A.C.N 696025760) Ground Floor, 470 St Kilda Road, Melbourne Vic 3004 ("Disclosing Party")

AND

Parties named in the submission form. That all parties including the clients agree to be bound by this confidentially agreement and including the NDA sent to the clients directly. The representative has spoken to their client and they understand the terms of the NDA.

Together "the Parties".

1. PURPOSE

The Receiving Party will receive Confidential Information for the sole purpose of:

- Evaluating potential collaboration, advisory involvement, investment, or commercial engagement with Alpha Omega Systems Pty Ltd;
- Reviewing the NDUT System or supporting materials;
- Facilitating client service delivery on behalf of the Receiving Party's clients;
- **No other purpose.**

The Receiving Party agrees **not to recreate, replicate, reverse-engineer, compete with, or derive new systems, frameworks, or products** using the Confidential Information.

2. DEFINITIONS: CONFIDENTIAL INFORMATION

"Confidential Information" includes all non-public information disclosed by Alpha Omega Systems Pty Ltd in any format (written, verbal, electronic, physical), specifically including:

2.1 The Structural Model (The "NDUT System") The proprietary three-tier trust architecture designed to enable SMSF property investment and development activities while maintaining compliance with the *Superannuation Industry (Supervision) Act 1993 (Cth)*. This includes:

- A multi-layer trust framework separating passive SMSF investment from active borrowing and development functions;
- Compliance methodologies for achieving SIS Act compliance in property development contexts;
- Capital flow mechanisms enabling tax-efficient returns while isolating SMSF assets from risk;

- Implementation protocols, document templates, workflows, and operational procedures specific to this architecture.

2.2 Intellectual Property & Documentation

- Trust deeds, constitutions, diagrams, and processes (including UHT and DUT variants);
- Platform architecture, design, code, logic, and software integrations;
- Client packs, onboarding checklists, and educational materials;
- "Safe Language" frameworks and marketing positioning strategies.

2.3 Business Intelligence & Relationships

- Business models, pricing, forecasts, and margin structures;
- Supplier, partner, builder, and lender relationships;
- Accountant/adviser networks and channel partner lists;
- Financials, projections, and client lists/leads.

2.4 Discussions

- The fact that parties are in discussions;
- Any details of such discussions;
- The content of this Agreement.

2.5 Third-Party Liability Information shared with employees, agents, contractors, or representatives remains Confidential Information, and the Receiving Party is **fully liable** for their actions.

3. EXCLUSIONS

Information is not confidential only if the Receiving Party proves that:

- It becomes public without breach;
- It was independently developed with no reference to the Confidential Information;
- It was lawfully received from a third party without breach.

4. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party **MUST**:

4.1 Non-Disclosure & Non-Use

- Keep all Confidential Information strictly confidential;
- Use it only for the stated Purpose;
- Not copy or reproduce except as strictly necessary for the Purpose;
- Not disclose to any third party without written consent.

4.2 Non-Replication & Non-Competition

- **Strictly prohibited** from recreating, replicating, or deriving a substantially similar three-tier structure (or any structure achieving the same compliance outcome via separation of SMSF investment from borrowing functions) for themselves or any third party.

- Not to create competing products, structures, or services based on the NDUT System logic.

4.3 Agents & Staff

- Ensure employees, contractors, or agents are bound by equivalent confidentiality terms;
- Remain **fully liable** for their conduct.

4.4 Security

- Store Confidential Information using at least the same level of care used for their own confidential information.

4.5 Contact Restriction The Receiving Party must **not**:

- Contact builders, suppliers, land developers, property owners, or partners introduced by Alpha Omega;
- Contact any party introduced during discussions except with written permission;
- Approach adjacent property owners using Alpha Omega information.

4.6 Immediate Notification Receiving Party must immediately notify Alpha Omega of any suspected leak, breach, misuse, or unauthorised access.

5. PROFESSIONAL SERVICE EXCEPTIONS

5.1 Client Service Disclosure The Receiving Party may disclose Confidential Information to their own clients where necessary to facilitate the Purpose, provided:

- Such clients are informed of the confidential nature of the information;
- Such clients are bound by equivalent confidentiality obligations;
- The Receiving Party remains liable for any breach by such clients.

5.2 Compliance Retention Notwithstanding Section 8, the Receiving Party may retain copies of Confidential Information as required by professional regulatory obligations (e.g., tax, audit, legal compliance, record-keeping requirements under the Corporations Act or SIS Act).

5.3 Professional Network Sharing The Receiving Party may share non-technical aspects of the structure with their professional network (e.g., other accountants, lawyers, advisers) for quality assurance, provided:

- No proprietary documentation, diagrams, or templates are disclosed;
- The receiving professional is bound by equivalent confidentiality obligations;
- No commercial terms or pricing information is shared.

5.4 Marketing Permission With prior written consent from Alpha Omega Systems Pty Ltd, the Receiving Party may reference their participation in the NDUT system in their professional marketing materials.

6. NON-CIRCUMVENTION

The Receiving Party agrees not to:

- Bypass Alpha Omega in any commercial deal;
- Approach accountants, lenders, builders, or affiliates introduced by Alpha Omega;
- Recreate or replicate the NDUT System;
- Engage in commercial activity using Confidential Information without express written approval.

This clause survives **indefinitely**.

7. INTELLECTUAL PROPERTY

7.1 Ownership All IP remains **exclusively owned** by Alpha Omega Systems Pty Ltd.

7.2 No Licence Nothing in this Agreement grants rights, licences, ownership, or interest in the Confidential Information.

7.3 Derivative Works Prohibited Receiving Party must NOT adapt, modify, translate, reverse-engineer, or create derivative structures based on the NDUT System or related materials.

8. RETURN OR DESTRUCTION OF MATERIALS

Upon request or termination:

- All Confidential Information must be immediately returned or destroyed;
- Destruction must be certified in writing;
- Digital copies must be permanently deleted.

Exception: Copies retained for professional regulatory compliance as outlined in Section 5.2 may be retained for the period required by law.

9. TERM

- **Confidentiality:** Survives **indefinitely** for IP and trade secrets; **5 years** for general business information.
- **Non-Circumvention:** Survives **indefinitely**.
- **Non-Replication:** Survives **indefinitely**.
- Disclosure for legal compliance is permitted only as required by law.

10. BREACH & REMEDIES

Receiving Party acknowledges:

- Breach will cause **irreparable harm**;
- Monetary damages are insufficient;
- Alpha Omega may seek injunctive relief, specific performance, damages, legal costs, and equitable relief without proof of actual damages.

11. DISPUTE RESOLUTION

11.1 Mediation First In the event of a dispute, the Parties agree to first attempt resolution through mediation administered by the Australian Disputes Centre (ADC) before pursuing litigation.

11.2 Litigation If mediation fails within 30 days, either Party may pursue legal remedies in the courts of Victoria, Australia.

12. TERMINATION

Alpha Omega may terminate this Agreement immediately by written notice. Upon termination, Receiving Party must:

- Immediately cease all use of information;
- Return or destroy all Confidential Information;
- Certify destruction.

13. MISCELLANEOUS

- **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties.
- **Amendments:** Must be in writing and signed by both Parties.
- **Assignment:** Requires prior written consent.
- **Severability:** If any provision is invalid, the remainder continues in force.
- **Waiver:** Failure to enforce a provision does not constitute a waiver.

14. GOVERNING LAW

This Agreement is governed by the laws of **Victoria, Australia**.

EXECUTION

SIGNED for and on behalf of ALPHA OMEGA SYSTEMS PTY LTD

Name: John Hendriks Position: Director

Acceptance by agreeing to the tick box in the submission form or by signing of this form.