

Judges Non-Disclosure Agreement

AGREEMENT BETWEEN New Zealand Hi-Tech Association **the disclosing party**
together with its administrators, successors or assigns

AND <judge> **the receiving party.**

WHEREAS:-

- a) This Agreement provides for the disclosure by one party hereto ("the Disclosing Party") to the other party ("the Receiving Party") of information which is deemed confidential by the Disclosing Party.
- b) It is understood and agreed that the Confidential Information provided by the Disclosing Party will be used solely for the purpose of judging the PricewaterhouseCoopers NZ Hi-Tech Awards.
- c)

NOW IT IS HEREBY AGREED between the parties as follows:

1. "Associate" means, in relation to any entrant company or individual, or any other company which is its related company or associated company.
2. "Confidential Information" includes, but is not limited to, all information of a commercial, technical or financial nature relating to or peripheral to the PricewaterhouseCoopers NZ Hi-Tech Awards, the Disclosing Party and/or its Associates which contains, amongst other matters, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, intellectual property right, business plans, operations or systems, financial and trading positions, details of customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of Disclosing Party and/or its Associates, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items.
3. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity:-
 - (i) any of the Confidential Information disclosed by the Disclosing Party;
 - (ii) that discussions are taking place between the parties concerning the Project nor the status, terms, conditions or other facts concerning such discussions;
 - (iii) the identities of any of the parties by name or by any identifiable description in connection with the parties' participation in the Project;

except as otherwise provided by the terms and conditions of this Agreement. The Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. The Receiving Party shall make the Confidential Information disclosed by the Disclosing Party available only to those of its employees, officers, directors, agents, advisors or any persons employed by the Receiving Party and/or involved in the Project having a "need to know" in order to carry out the purposes of this Agreement ("Authorised Person(s)"). Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of the Project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

4. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
 - a) is in or enters the public domain, other than by breach of this Agreement; or
 - b) is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or
 - c) is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - d) is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law provided that the Receiving Party shall first give sufficient advance notice to Disclosing Party of the requirement for disclosure and the contents of such disclosure prior to making of the same to enable the Disclosing party, where it deems necessary, to seek a protective order (or equivalent) with respect to such disclosure.
6. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials as are in possession, power or control of the Receiving Party shall be destroyed by the Receiving Party within 30 days of the PricewaterhouseCoopers NZ Hi-Tech Awards winners being announced. The Receiving Party shall make no further use of nor retain such Confidential Information in any form whatsoever.
7. The rights, powers and remedies provided in that Agreement are cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.
8. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the Receiving Party and that the Disclosing Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.
9. The obligation to maintain the confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall be for a period of [five (5)] years from the date hereof.
10. The Disclosing Party does not warrant that the Confidential Information it is disclosing hereunder will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing Party does not assume any responsibility or liability nor makes any representation or warranty whatsoever under this Agreement for any consequences of the use of the Confidential Information by the Receiving Party or its Authorised Person(s) or for its accuracy, completeness or sufficiency thereof. Accordingly, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on the Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any particular kind or quantity of information to the Receiving Party.
11. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by licence or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information.
13. This Agreement contains the entire understanding between the parties with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of all the parties.
14. Each provision (or part thereof) of this Agreement shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable or invalid, such provision shall be ineffective to the extent of such unenforceability or invalidity, without affecting the remaining provisions of this Agreement.

15. This Agreement shall be governed and construed in all respects in accordance with the laws of New Zealand and the parties shall submit to the non-exclusive jurisdiction of the New Zealand courts.
16. This agreement covers all entries that you may receive in connection with the PricewaterhouseCoopers NZ Hi-Tech Awards.