

Non-Disclosure Agreement

THIS AGREEMENT made as of _____ between _____, (the "Discloser") and **Indira Tech, Inc** (the "Recipient").

WHEREAS Discloser owns, possesses or controls certain trade secrets, and proprietary and confidential information acquired through the expenditure of time, effort and money, of a technical and business nature relating to _____ (the "Information"); and

WHEREAS Recipient desires to receive, and Discloser is willing to supply, the Information on the terms and conditions set out herein, solely for the purposes of investigating _____ (the "Purpose");

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants and agreements herein contained the parties hereto agree as follows:

1. Discloser shall at its discretion provide such of the Information to Recipient as is required for the Purpose, verbally or in writing. Nothing in this Agreement obligates Discloser to make any particular disclosure of Information.
2. All right, title and interest in and to the Information shall remain the exclusive property of Discloser and the Information shall be held in trust and confidence by Recipient for Discloser. No interest, license or any right respecting the Information, other than expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise.
3. Recipient shall use all reasonable efforts to protect Discloser's interest in the Information and keep it confidential, using a standard of care no less than the degree of care that Recipient would be reasonably expected to employ for his own similar confidential information. Recipient shall disclose the Information only to those employees, and independent contractors who have a need to know the Information for the Purpose and have confidentiality agreement with the Recipient.
4. The Information shall not be copied, reproduced in any form or stored in a retrieval system or database by Recipient without the prior consent of Discloser, except for such copies and storage as may reasonably required by the Recipient for the Purpose.
5. The obligations of the Recipient under paragraphs 3, 4 and 5 shall not apply to information.
 - a) which at the time of disclosure is readily available to the trade or the public;
 - b) which Recipient can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by Discloser; or
 - c) any Information which the Recipient is by law required to disclose.
6. This Agreement shall not constitute any representation, warranty or guarantee to Recipient by Discloser with respect to the Information infringing any rights of third parties. Discloser shall not be held liable for any errors or omissions in the Information or the use or the results of the use of the Information.
7. Recipient shall, upon request of Discloser, immediately return the Information and all copies thereof

in any form whatsoever under the power or control of Recipient to disclose, and delete the Information from all retrieval systems and databases or destroy same as directed by Discloser and furnish to Discloser a certificate by an officer of Recipient of such deletion or destruction.

8. When requested by Discloser, Recipient will promptly provide a list containing the full name and address of any person having access to or copies of Information and the reason such access is necessary.
9. Due to the valuable and proprietary nature of the Information to Discloser the obligations assumed by Recipient hereunder shall (a) be unlimited in time or territory or (b) if it is held by a court of competent jurisdiction that this provision is illegal, invalid or unenforceable, shall apply only within those territories within which Discloser then carries on business and only up to 10 years after disclosure of such Information. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.
10. The Recipient shall indemnify and save harmless the Discloser from all damages, losses, expenses and costs whatsoever resulting from the breach of this Agreement by the Recipient.
11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements, between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied, or statutory, between the parties other than as expressly set forth in this Agreement.
12. This Agreement may not be assigned by either party without the prior written consent of the other party.
13. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.
14. This Agreement shall be governed by and construed in accordance with the laws of the State of _____

Discloser: _____ Recipient: Indira Tech, Inc

Name: _____ Name: _____

Title: _____ Title: _____

Signature: _____ Signature: _____