

CONFIDENTIALITY CUM NON-DISCLOSURE AGREEMENT

PARTIES

- This Non-Disclosure Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between Infrex India/NCERT - Infrexa, with an address of _____, (hereinafter referred to as the “**Disclosing Party**”) and _____, with an address of _____, (hereinafter referred to as the “**Receiving Party**”) (collectively referred to as the “**Parties**”).

CONFIDENTIAL INFORMATION

- a) The Receiving Party agrees not to disclose, copy, clone, store in otherwise or modify any confidential information related to the Disclosing Party and agrees not to use any such information without obtaining proper consent and permission.
- b) “Confidential information” refers to any data and/or information that is related to the Disclosing Party, in any form, including, but not limited to, oral or written. Such confidential information includes, but is not limited to, any information related to the business or industry of the Disclosing Party, such as discoveries, processes, techniques, programs, knowledge bases, user or customer lists, potential customers, business partners, affiliated partners, leads, revenue, know-how, or any other services related to the Disclosing Party.

RETURN OF CONFIDENTIAL INFORMATION

- The Receiving Party agrees to return all the confidential information to the Disclosing Party upon the termination of this Agreement.

OWNERSHIP

- This Agreement is not transferable and may only be transferred by written consent provided by both Parties.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of India.

BREACH OF CONTRACT

- a) This Agreement shall be regulated by the Law of the Country concerned and in case of India it may be contemplated under the purview of Section 73 and 74 of the Indian Contract Act including the law for the time being in force.
- b) If the receiving party discloses any sensitive information related to Infrexa/NCERT-Infrexa without prior written permission of the 1st party, it shall be held responsible for every loss or damages arising out from it and shall be prosecuted to the maximum extent possible under the law.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

DISCLOSING PARTY

Name: Infrex India for NCERT- Infrexa

Signature/Seal:_____

Date:_____

RECEIVING PARTY

Name: _____

Signature:_____

Date:_____