

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into as of,by Techforest IT Solutions (henceforth known as “the Company”) and (henceforth known as “the Client”), collectively known as “the Parties”. All parties stipulate that this Agreement is made on their own behalf and on behalf of all subsidiaries and controlling interests.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** The Company and the Client agree to discuss a potential business opportunity under which each may disclose confidential or proprietary information to the other.
2. **Definition.** “Confidential Information” means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, development, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as “proprietary” or “confidential”.
3. **Non-Disclosure of Confidential Information.** The Company and the Client each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two. The recipient of Confidential Information will not disclose such Confidential Information to anyone, including to any of their respective employees who are not in demonstrable need of said information for the purposes of the aforementioned business relationship.
 - The recipient of Confidential Information may disclose such information to certain employees who are required to have the information to carry out the business as planned and agreed upon.
 - Upon timely written notice, either party may request of the other a list of the employees to whom Confidential Information has been disclosed. Either party may request those employees sign a separate and singularly binding Non-Disclosure Agreement in content substantially similar to this Agreement.

- Each party agrees it will take all reasonable steps to protect and avoid disclosure or use of the Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons and/or entities.
 - Each party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.
4. **Ownership.** All Confidential Information shall remain the exclusive property of the disclosing Party, and recipient shall have no right to use Confidential Information except as provided herein. No patent, copyright, trademark or other proprietary rights or license is conveyed by this Agreement with respect to shared Confidential Information.
 5. **Return of Materials.** Any materials and documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business has been rejected or concluded or upon timely written request of either party.
 6. **Intellectual Property Rights.** Nothing in this Agreement is intended to grant any rights under the patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such business.
 7. **Independent Development.** Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information externally from parties that may be the same as or similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's Confidential Information.
 8. **Term.** This Agreement may be terminated at any time within a 30 days prior written notice. This Agreement, and all rights and obligations herein, shall terminate two (2) years following the date of execution of this Agreement or conclusion of all business between both parties, whichever the latter.

9. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns needs, provided that the Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute in and of itself a waiver of any term hereof.
- This Agreement shall be governed by and construed and enforced in accordance with the laws of as they applied to contracts entered into and
 - wholly to be performed in The laws of shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
10. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other parties business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant of this Agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of such breach, without the necessity of proving actual damages.
11. **Notices.** All notices hereunder shall be sent into party at the address into the contact person specified below, or such other address or contact person as the respective party may specify from time to time in accordance with the provisions of this Agreement.