

I Agree on

Non-Disclosure and Restricted Use Agreement between Naireeta Services Pvt Limited (NSPL), Ahmedabad, Guajrat, India, Pin 380015

and

Customer

Now onward both the agencies are named as parties.

WHEREAS, **Naireeta Services Pvt Ltd** is executing BHUNGROO®, an innovative rainwater management technology, awarded by DST, Government of India, World Bank, United Nation, UKAid, USAID, to name a few and in next phase developed an irrigation distribution models for farmers affected by water logging. The knowledge right of the technology as well as the process and also the application of the technology lies with Biplab Ketan Paul.

WHEREAS, Customer considers to experiment this technology for its enlisted farmers/acquaintances/clients/ service seekers.

NOW, THEREFORE the Parties agree as follows:

1. Confidential Information

“Confidential Information” shall mean any information and data, whether owned by a Party, its Affiliates or a third party obtained through a confidential agreement, including but not limited to any kind of business, commercial or technical information or data disclosed between the Parties, such disclosure made by a Party (“Discloser”) to the other Party (“Recipient”), in connection with the Purpose of this Agreement, irrespective of the manner of disclosure in written, oral or visual form. Confidential Information shall include any copies and abstracts made thereof as well as any modules, samples prototypes or parts thereof. “Affiliates” shall mean any corporation or entity directly or indirectly controlling, controlled by, or in common control with the Parties, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of an entity, or the right to vote for or appoint a majority of the board of directors or other governing body of an entity, or the power to direct the management of an entity.

2. Obligation of Confidentiality

Recipient agrees to treat as strictly confidential any Confidential Information it has received from Discloser, no matter whether said Confidential Information is disclosed in writing, orally or via any other medium.

Recipient further agrees

- (i) that it will not use any Confidential Information other than for the sole Purpose of this Agreement, unless otherwise expressly agreed to in writing by Discloser;
- (ii) that it will not, except as required by law, distribute, disclose or disseminate in any way or form Confidential Information to anyone except to its employees who have a reasonable need to know such Confidential Information and who are bound to confidentiality by their employment agreements or otherwise not less stringent than under the obligations of this Agreement;
- (iii) that it will treat the Confidential Information with the same degree of care as that with which it treats its own confidential or proprietary information.

3. Effective Time

This agreement shall become legally effective upon the signature of both Parties. It shall remain in force for a period of Ten (10) years.

4. Ownership; Return

All Confidential Information disclosed by Discloser pursuant to this Agreement shall remain the property of Discloser. Upon the written request of Discloser, Recipient shall return promptly to Disclose all Confidential Information furnished by Discloser which is in written or computerized form and shall destroy all material in its possession containing any Confidential Information. Such return and destruction shall be confirmed promptly in writing by Recipient.

5. Assignment

Neither this Agreement nor rights and obligations of the Parties out of the Agreement shall be assigned, transferred or otherwise disposed of in whole or in part to any third party without the written consent of the other Party. Notwithstanding the foregoing and without the consent of Naireeta Services Pvt Ltd, and its team may assign this Agreement or rights and obligations out of the Agreement to an Affiliate.

6. Written Form

Any changes to this Agreement must be made in writing. This requirement may not be waived by verbal declaration.

7. Governing Law and Place of Jurisdiction

This Agreement is made under and shall be construed according to the laws Indian Penal Code without regard to the conflicts of law principals. All disputes arising out of or in connection with this Agreement shall be submitted to the courts of Ahmedabad, Gujarat.