

Personal Non Disclosure Agreement

This Agreement is made on _____ 20__ (the "Effective Date")

Between

- (1) Company Name, incorporated in Country having its registered office at Address hereinafter referred to as the "Company".
- (2) Sunil Beta Baskar, located at #102, New Arulananda Nagar, Near Rohini Hospital, Off Pudukottai Road, Thanjavur, Tamilnadu, India – 613 007 (the "Person")

The Parties agree as follows:

Unique Clause – Confidentiality

1. Information

The Person formally undertakes not to disclose the information defined hereinafter (the "Information") in any form whatsoever to any individual or legal entity not authorized by the Company during the term of this agreement and for ____ months after its termination. Information shall cover all technical, financial or commercial information in any form whatsoever relating to the Company that may come to the Person's knowledge during the term of this agreement.

Information shall include but not be limited to technology, designs, processes, programmes, source code, software package development, architecture of such software and packages, libraries of objects, searches, discoveries, inventions (whether patentable or not), know-how, drawings, contracts, marketing plans, products and plans of development of activities, trade secrets, lists of customers, financial or commercial information or any other documents whatsoever that the Person has obtained directly or indirectly on account or in the scope of his duties.

The obligations and restrictions provided in this Clause shall not apply to Information which:

- Is now or becomes available to the public otherwise than by breach of this agreement by the Person, or
- Is in the unrestricted and legal possession of the Person prior to receipt from the Company, or
- Is lawfully disclosed to the Person by a third party without restrictions as to use and disclosure

The Person shall do his best efforts to prevent the publication and disclosure of the Information to third parties, in particular, by individuals placed under his/her hierarchical authority.

2. Materials and Documents

The Company may entrust computer files, materials, plans, memos, files, list of customers and any other documents or sundry materials ("Documents and Materials") to the Person. The Person undertakes not to use the same for a purpose other than for the purposes authorized by the Company and undertakes to return the same upon request by Company. The Person undertakes not to make or use copies or reproductions of all Documents and Materials of the Company for his personal use or for any other use that is not expressly authorized by the Company.

The Person undertakes to return all Documents and Materials of the Company no later than the last day of the Term (Section 3) of this agreement.

3. Term

The agreement is established for a period of _____ months from the Effective date.

4. Facsimile

The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document. Two original hard-copy instances of this agreement shall be signed and exchanged between the parties.

In Witness Whereof, the parties have entered into this Agreement as of the Effective Date:

The Person

Sunil Beta Baskar D

Title: Consultant

Date: _____

Place: Thanjavur, Tamilnadu (TN), India

(Undersigned)

The Company

Title: Authorized Signatory*

Date: _____

Place: _____

(Undersigned)