



ADARSH AUSTRALIA

CONFIDENTIALITY AGREEMENT

This Agreement is between the *Disclosing Party* and Adarsh Australia, its directors, employees (*Receiving Party*).

The parties agree that the Disclosing Party has engaged the Receiving Party for producing the prototype/ manufactured component (Purpose) and in agreeing to undertake the Purpose the Receiving Party will protect and take all reasonable steps to protect the propriety and confidential information of the prototype (Confidential Information).

1. Definition of Confidential Information

For purposes of this Agreement, "*Confidential Information*" shall mean the information received by the Receiving Party from the Disclosing Party for the Purpose in the form of an electronic file and drawings of the prototype and the intellectual property contained therein. The Confidential Information that is furnished between the parties orally, in written form, by electronic means, or by any other means from the Disclosing Party, can constitute Confidential Information at the time of disclosure, and shall be treated accordingly by the Receiving Party.

2. Obligation of Protection on Receiving Party

All Confidential Information shall be maintained in confidence by the Receiving Party and shall not be disclosed to any third party and shall be protected with the same degree of care as the Receiving Party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. The Receiving Party shall not use any Confidential Information received from the Disclosing Party except for the Purpose.

3. Exceptions to Restrictions on Receiving Party

The restrictions on the Receiving Party do not apply with respect to the Confidential Information which:

- A. Is known by the Receiving Party at the time of receipt; or
- B. Is or becomes a part of the public domain without breach of this Agreement by the Receiving Party; or
- C. Is legitimately obtained by the Receiving Party without a commitment of confidentiality from a third party; or
- D. Is disclosed by the Disclosing Party to a third party without a commitment of confidentiality by the third party; or
- E. Is independently developed by the Receiving Party; or
- F. Is disclosed pursuant to judicial action or government regulations, provided the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure.

4. No Rights or Licenses to Receiving Party

This Agreement and the furnishing of the Confidential Information do not and should not be construed as establishing, either expressly or by implication, any grant of rights or licenses to the Receiving Party or any relationship between the parties.

5. Ownership belongs to Disclosing Party

Any tangible information, including electronic files, drawings, specifications or other forms of information, provided by the Disclosing Party (Material) to the Receiving Party, shall remain the property of the Disclosing Party. If either party notifies the other party that is no longer wishes to pursue any further business with that other party, the Receiving Party shall return to the Disclosing Party the Material, and all copies thereof.

6. Third Party Use of Confidential Information.

The Receiving Party shall not provide any Confidential Information to a third party without the express written permission of the Disclosing Party.

7. Termination

This Agreement is to be construed in accordance with the law applicable in Western Australia and shall terminate five (5) years from the following date or before when one party expressly gives 14 days written notice to the other party.

8. Obligations that Continue and Adjudication

The obligations in this Agreement on the Receiving Party to protect the Confidential Information survive termination of this Agreement. Any adjudication or legal proceedings about this Agreement shall occur in a relevant Western Australian forum or court.

Disclosing Party

Company Name:

Company Address:

Authorized person:

Position:

Signature:

Date:

Receiving Party

Company Name: Adarsh Australia

Company Address: 6 Crocker Drive, Malaga, WA 6090

Authorized person Name:

Position:

Signature:

Date:

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