

# IQCS CERTIFICATIONS PRIVATE LIMITED

## CONFIDENTIALITY AGREEMENT

IQCS Certifications Private Limited as a quality Systems auditor/ marketing representative pursuant to an independent contractor agreement between the company and IQCS Certifications Private Limited contemporaneous herewith and whereas the IQCS recognizes and acknowledges the information and property related to the company's business or affairs and may have contract with the company's customers employees and similar persons and information and property belonging to the company's customers.

Now therefore in consideration of the terms and conditions set forth below, the company and the IQCS Certifications Private Limited hereby agrees as follows.

- 1) Confidential information during any period that the IQCS Certifications Private Limited provides services to the company and after the termination thereof for any reason. The IQCS Certifications Private Limited agrees that because of the valuable nature of the confidential information (as defined below) the IQCS Certifications Private Limited shall not without proper authorization directly or indirectly;
  - a) Disclose any confidential information to any other person or entity.
  - b) Use any confidential information for the IQCS Certifications Private Limited own purpose.
  - c) Make any copies, duplicates or reproductions of any confidential information.
  - d) Authorize or permit any other person or entity to use copy disclosure publish or distribute any confidential information.
  - e) Undertake or attempt to undertake any activity that the company is prohibited from undertaking or attempting to undertake by any of its present or future clients, customers, consultants, agents, or contractors.

As used in this agreement, the term " Confidential information" means all knowledge, information or property relating to or used by the company which is disclosed by the company to the IQCS Certifications Private Limited whether belongings to the company or any its clients or customers and includes, without limitation, any of the following information pricing information, customer contacts, quality systems, customer lists, names and contacts and all documents that refer or relate to any of the foregoing confidential information and shall not include information that has become public knowledge other than through the wrongful act(s) of the IQCS Certifications Private Limited/

- 2) Return of confidential information upon termination of the IQCS Certifications Private Limited's engagement by the Company for any reason the IQCS Certifications Private Limited agrees not to retain or remove from the company's

Premises any of the company's records, files or other documents or copies thereof or any other confidential information whatsoever and the IQCS Certifications Private Limited agrees to surrender the same to the company wherever it is located immediately upon termination of such engagement with the company.

- 3) **Amendment** : No amendment whether expressed or implied to this agreement shall be effective unless it is in writing and signed by both parties hereto.
- 4) **Waiver** : No consent or waiver expressed or implied to by the company to or of any breach or default by the IQCS Certifications Private Limited in the performance of the agreement

hereunder shall operate as a consent to or waiver of any other breach or default in the performance of the same or any other obligations of the IQCS Certifications Private Limited hereunder. The company's failure to complain of any such breach or default shall not constitute a waiver by the company of its right hereunder irrespective of how such failure continues.

- 5) **Governing Law:** This agreement shall be governed by and constructed in accordance with the laws of the state of Maharashtra/ Mumbai.
- 6) **Severabilities:** The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 7) **Miscellaneous:** This agreement shall apply to all period when the IQCS Certifications Private Limited provides services to the company irrespective of whether or not this agreement is re-executed at he beginning of each such period. The title and paragraph heading of this agreement are intended for reference only and they shall not be constructed as limiting or affecting any of the contents of this agreement.