

MUTUAL NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement (the "Agreement") made by and between _____ with offices located at _____ ("Company A") and Unique Eco Recycle (UER),with offices at 41, Sikh Mohalla, Near Kothari Market Square,Indore ("Company B").

WHEREAS, Company A has developed certain information that it considers to be confidential consisting of, or concerning the matter described in Exhibit A hereto (the "Company A Information"); and

WHEREAS, Company B has expressed an interest in reviewing the Company A Information for the purpose described in Exhibit A (the "Company A Purpose"); and

WHEREAS, Company B has developed certain information that it considers to be confidential consisting of, or concerning the matter described in Exhibit B hereto (the "Company B Information"); and

WHEREAS, Company A has expressed an interest in reviewing the Company B Information for the purpose described in Exhibit B (the "Company B Purpose"); and

WHEREAS, the Company A Information and the Company B Information, (referred to collectively as the "Information"), whether subject to patent or copyright protection, or not capable of being so protected are highly confidential and proprietary to, and constitute trade secrets of each respective company; and each party is willing to disclose its Information to the other only if the recipient on behalf of itself, its employees, agents, successors, heirs and assigns, agrees to make no use or disclosure thereof except as provided herein.

NOW, THEREFORE, in consideration of the mutual disclosure of the Information by the parties to each other, each of the parties, on behalf of itself, its employees, agents, successors, heirs and assigns, agrees and promises as follows:

1. In the absence of prior written consent of the disclosing party, the receiving party shall not disclose to any third party, directly or indirectly, the existence or contents of the Information, whether disclosed either orally, in writing, or by any other means, nor the results of its evaluation thereof. Each receiving party may disclose the Information to its employees but only to the extent necessary to carry out the Purpose as described in the applicable Exhibit. Each receiving party further warrants and agrees to use its best efforts to prevent disclosure of the Information by its employees, as well as any of its agents, successors, heirs and assigns to whom such receiving party discloses such Information, by taking at least such steps to protect such Information as it takes to protect its own confidential and proprietary information, including by obtaining a written agreement of each such person to maintain the confidentiality of the Information.
2. Each disclosing party shall at all times retain sole and exclusive title to, ownership of, all rights in and control over the use of all its Information.
3. Each receiving party shall refrain from making or causing to be made any copies of the Information without prior written authorization of the disclosing party.
4. Each receiving party, upon written request from the disclosing party, shall promptly destroy or return all of the disclosing party's Information to the disclosing party.
5. Each receiving party shall make no use, directly or indirectly, of the other party's Information furnished hereunder beyond the Purpose, without first securing the prior written consent of the disclosing party.