

BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date:

In order to protect certain Confidential Information which may be disclosed between them IAC International Automotive India Pvt. Ltd. (hereafter referred to as “IAC”) and _____ a company incorporated in India having its registered office at _____ agrees that:

1. The Disclosers of Confidential Information are IAC and _____ .
2. The parties’ representatives for disclosing or receiving Confidential Information are:

IAC

IAC International Automotive India Pvt. Ltd.

Plot No. 3, Rajiv Gandhi InfoTech Park,
Phase – I, Hinjewadi, Pune – 411 057
India
Tel: + 91 – 20 – 22934484

Supplier

Either party may change its representative by written notice to the other.

3. The Confidential Information disclosed under this Agreement is described as relating to business and technical information relating to _____ .
4. This agreement controls only Confidential Information, which is disclosed between _____ .
5. A party receiving Confidential Information under this Agreement (“Recipient”) shall use such Confidential Information of the other party (“Discloser”) only for the purpose of **the intended project** and not for any other use or purpose.

6. A Recipient's duty to protect Confidential Information disclosed under this Agreement extends for a period of **three years** from the date of each first disclosure of the particular Confidential Information. This duty will survive the expiration or termination of this Agreement.
7. A Recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature.
8. A Recipient shall have a duty to protect only that Confidential Information which is (a) disclosed by the Discloser in writing or other tangible form and is marked as confidential at the time of disclosure, or which is (b) disclosed by the Discloser in any other manner and is identified as confidential at the time of disclosure and is also detailed and designated as confidential in a written memorandum delivered to the Recipient's representative within thirty (30) days of such disclosure.
9. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was in the Recipient's possession before receipt from the Discloser, (b) is or becomes a matter of public knowledge through no fault of the Recipient, (c) is rightfully received by the Recipient from a rightfully possessing third party without a duty of confidentiality, (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the employees or agents of the Recipient who had no access to or knowledge of the Confidential Information; (f) is required to be disclosed by court order or other lawful governmental action, but only to the extent so ordered, and provided that the party so ordered shall notify Discloser so that the Discloser may attempt to obtain a protective order, or (g) is disclosed by the Recipient with the Discloser's prior written approval in accordance with said written approval.
10. A Recipient may disclose Confidential Information to those of its employees, agents and Affiliates who need to know the Confidential Information as necessary for the use stipulated in paragraph 5 above. Recipient will cause its subsidiaries, affiliates, officers, directors, employees, shareholders, owners, agents, representatives, successors and permitted assigns to protect the confidentiality of the Confidential Information and the Recipient will be responsible for any disclosure of Confidential Information by these parties.
11. All materials bearing, containing, disclosing or relating to Confidential Information shall remain the sole and exclusive property of Discloser. Upon receipt of written request from Discloser prior to the expiration of the confidentiality obligation, Recipient shall return or, at Recipient's option, destroy all copies of such writing, and other materials in its possession or control that contain Confidential Information received from Discloser
12. under this Agreement. If any such writing or material has been destroyed, an adequate response to the return request will be a written verification of such destruction.

13. Each Discloser represents that it has the right to freely make the disclosures under this Agreement. However, all Confidential Information is provided “as is” and the Discloser makes no warranties, express, implied or otherwise regarding its accuracy, completeness or performance.
14. Neither party acquires any intellectual property rights under this Agreement except the limited right to make copies as necessary for the use set out in paragraph 5 above.
15. Neither party has an obligation under this Agreement to purchase any service or item from the other party.
16. Discloser acknowledges that Recipient may develop information internally, or receive information from other parties, that may be similar to Discloser’s information. Accordingly, nothing in this Agreement shall prevent Recipient from developing products for itself or others, providing such products are not based on information received from Discloser pursuant to this Agreement.
17. A Recipient shall adhere to the **Indian**. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the Discloser or the direct product of such technical data to any proscribed country listed in the **Indian** Export Administration Regulations unless properly authorized by the **Indian** Government.
18. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
19. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. All modifications to this Agreement must be made in writing and must be signed by representatives of both parties.
20. Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, money damages will not be an adequate remedy at law for breach of any of its obligations. Upon any such breach or threat thereof, in addition to other remedies that it may have at law or in equity, Discloser shall be entitled to seek appropriate equitable relief including injunctive relief or specific performance or both (although neither party will be entitled to any special, consequential, indirect damages by reason of a breach of this Agreement). The Recipient will notify Discloser in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
21. This Agreement is made under and shall be construed according to the laws of India.
22. Under the terms of this Agreement, the rights and obligations accruing to either party shall also accrue to that party’s wholly owned subsidiaries. This Agreement shall not be assignable.

23. Neither party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without prior written consent of the other party.

IAC International Automotive India Pvt. Ltd.

Plot No. 3, Rajiv Gandhi InfoTech Park,
Phase – I, Hinjewadi, Pune – 411 057
India

By _____
(Authorized Signature)

(Printed Signatory's Name)

(Printed Signatory's Title)

Date:

Supplier

By _____
(Authorized Signature)

(Printed Signatory's Name)

(Printed Signatory's Title)

Date: _____

Approved form by IAC Legal Department.
To be signed by an officer or other authorized person for IAC and Recipient.
Forward one signed copy to IAC, Legal Department, Attn: Lori Stuart