

Contracted Services Non-disclosure and Confidentiality

We at Inwintek Pte Ltd registered at 23 Kelantan Lane, #04-01 Kim Hoe Centre, Singapore - 208642 is a Global onsite on time IT resource provider look forward to working with your company in helping to provide the quality service that has helped us to become successful in the industry.

DECLARE: Inwintek provides installation and maintenance onsite service worldwide. This Non-disclosure and Confidentiality Agreement, hereinafter referred to as Agreement, is made and entered into on the date set forth below, by and between Inwintek., hereinafter referred to as "Company", and your company, hereinafter referred to as "Contractor". whereas the Contractor is contracted to provide services to the Company; and whereas the Contractor will or may have access to and will or may become exposed to Confidential and Proprietary information, Trade Secrets or Trade Secret Information of the Company and its customers, agents, vendors, suppliers, and other related parties with whom the Company has a business relationship and whereas the company would sustain substantial and irreparable damage to the business and assets of the Company, customers and its third party business relationships should the Contractor disclose or use the information obtained through the Contractor's contract services with the Company, and Whereas the Contractor may learn of or be involved with certain techniques, formulas, methods and procedures utilized by the Company in providing its services to its customers and prospects. Now, therefore, in consideration of the Contractor's contract and business relationship with the Company and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Recipient hereby agrees to be bound by the following:

DEFINED TERMS

- 1.1 "Confidential Information" means any data or information, other than Trade Secrets, that is of value to the Company and is not generally known to competitors of the Company.
- 1.2 "Confidential Proprietary Information" means all information relating to the Company's marketing techniques, pricing methodologies and price lists, pricing policies and practices, business methods and contracts or contractual relations with the Company's customers and suppliers, and identified prospective customers.
- 1.3 "Confidential Information" includes any and all information described in paragraphs 1.1 and that the Company obtains from or through its relationships with third parties, whether customers, suppliers, professionals or consultants, or other business relationships.
- 1.4 "Trade Secrets" means any and all information of the Company of a technical or non-technical nature, data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, potential customer lists or data, customer list or data, supplier lists or data, from or through which the Company derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who also can obtain economic value from its disclosure or use.
- 1.5 "Trade Secret Information" means any and all computer software in all forms, flow charts, algorithms, coding sheets, subroutines, compilers, assemblers, design concepts and related documentation of manuals, and any and all technique and forms related to the maintenance of hardware and software products with which the Company actually is or potentially may be involved with.

The Contractor acknowledges and accepts to perform his/her duties professionally, in accordance with but not restricted to the following guidelines.

1. The Contractor shall represent him/herself as Inwintek or the client we are representing if required.
2. The Contractor shall never directly approach Inwintek clients to sell his/her services or goods of any kind.
3. The Contractor shall not perform any work for Inwintek's client outside the scope of the service call, unless so directed by Inwintek.
4. The Contractor must inform Inwintek dispatcher when arriving and departing the site.
5. The Contractor must have the end user sign the field service report before leaving the site.
6. The Contractor must notify Inwintek if he/she is delayed in meeting the scheduled arrival time.
7. The Contractor must always leave the company's clients work area exactly the way it was found.
8. The Contractor agrees to our rates
9. A special rate only applies if a project is discussed prior to any service call taking place.
10. The Contractor will never discuss payment with the end user client. All invoicing concerns must be addressed directly to Inwintek's management

RECIPIENT OBLIGATIONS :

- 1) Contractor acknowledges that the Company owns all right title and interest, including all worldwide copyrights, patents, Confidential Information, Confidential Proprietary Information, Trade Secrets, and Trade Secret Information, and all modification, revisions and derivative works thereof, collectively, hereinafter "Confidential Business Assets".
- 2) Contractor further agrees that nothing herein gives Contractor any right, title or interest in the Confidential Business Assets.
- 3) During the term of the business relationship between the Company and the Contractor and after the termination thereof, for a period of three (3) years from the date of termination, Recipient will not, except as expressly authorized or directed by the Company in writing use, copy, duplicate, transfer, transmit or disclose, or permit any unauthorized person access to, any Confidential Business Assets belonging to the Company or any of the Company's related third parties, customers or actively sought prospective customers. Contractor specifically agrees, when given written notice by the Company, to honor and adhere to the terms and provisions of Confidential Agreements signed by the Company involving the services of the Contractor and will hold the Company harmless and indemnify the Company for the Contractor's breach of any said agreement(s).
- 4) Upon request of the Company and in any event, upon the termination of the Contractor's business relationship with the Company, the Contractor will deliver to the Company all memoranda, notes, records, tapes and documentation, disks, manuals, files and other documents, handwritten materials and all copies thereof in any form, concerning or containing Confidential Business Assets that are in the Recipient's possession, whether made or compiled by the Contractor or furnished to the Contractor by the Company.
- 5) The Contractor acknowledges that the Contractor has acquired or will acquire specialized knowledge and experience into the Company's business, that the Company's reputation and relationships within the industry are and will be considered to be of great value to the Company as part of the Company assets, and that if Contractor's thus gained knowledge, experience, reputation or relationships are used to compete with the Company, serious harm to the Company may result. Therefore, the Contractor agrees that during the actual customer visit, the contractor is not to attempt to "sell" any other services while being contracted by Inwintek. to do specific work.
- 6) The Contractor and the Company hereto specifically agree that if any provision or any part of any provision of this Agreement is not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the Company. In the event that any of the provisions in this Agreement should ever be adjudicated to exceed the time, geographic, service or product limitations permitted by applicable law in any jurisdiction, then such provision shall be deemed reformed in such jurisdiction to the maximum time, geographic, service or product limitations permitted by applicable law.

Breach:

The Contractor and the Company hereto acknowledge that a breach by the Contractor of any of the terms or conditions of this Agreement will result in irrevocable harm to the Company and the remedies at law for such breach may not adequately compensate the Company for damages suffered. Accordingly, the Contractor agrees that in the event of such breach, that the Company will be entitled to injunctive relief or such other equitable remedy as a court of competent jurisdiction may provide. Nothing contained herein will be construed to limit the Company's right to any remedies at law, including the recovery of damages for breach of this Agreement.

PAYMENT Terms

1. Invoices will only be sent after completion and delivery of all Services and/or Deliverables.
2. The FSR must be correctly completed and emailed or faxed at the closing of each call, to ensure payment.
3. The price quoted in the email before commencing of work should be same in the invoice. Any variations in pricing will not be paid.
4. Must have time sheet signed off from onsite authority with complete details.
5. Payment will be released within 30 days from the time of receipt of the invoice as per the agreed pricing terms along with job completed signed times sheet.
6. Inwintek does not pay for travel, accommodation, travel hours, mileage, parking, tolls, tickets, or long distance phone calls incurred by the Contractor for the service call until it has been approved by Inwintek prior attending the service call.
7. Contractor backing off at the last minute will levy a penalty.

AMENDMENT

This Agreement may not be amended or modified by both the Contractor and the Company.

In Witness Whereof this Service Provider Agreement has been executed by the duly authorised representatives of the parties.

Signed for and on behalf of:

Inwintek Signature : _____ Name : Shivakumar Title : Business Director Date : _____

Contractor Signature : _____ Name : _____ Title : _____ Date : _____