

IP BROKING-EXCLUSIVE DISCLOSURE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 200_, by and between **Mr. 'X'** (hereinafter called "Patentee"), an individual person reside in Salt lake City, Kolkata, West Bengal, India and **the ITAG Business Solutions Ltd** (hereinafter called the "Company"), a public limited company organized and existing under the Companies (Amended) Act, 1956, with an operational place of business located at Beliaghata Main Road, E.M. Bypass Crossing, Kolkata-10, West Bengal, India, having Registered Office in Secunderabad-03, Andhra Pradesh, India.

RECITAL

WHEREAS, the Patentee has developed and acquired extensive proprietary technical and economic information and know-how relating to _____ . All such information and know-how are hereafter referred to as "Information";

WHEREAS, the Company is involve in dealing with all Intellectual Property (IP) matters and this Agreement is executed only for the purpose of IP-broking by the Company. In doing so the Company will find the prospective Third Party (hereinafter called the 'Buyer') to sell or license or assign the IP rights of the Patentee by taking prior written permission from the Patentee.

WHEREAS, the Patentee understands the Company is interested in discussions regarding the technical and commercial viability related to such Information for the purpose of selling or licensing or assigning the Patentee's Intellectual Property Rights (hereinafter called the 'IPRs') to the prospective Buyer. In doing so, the Company may be exposed to such Information for the purpose of conducting those discussions including associated technical evaluations and licensing contract review;

WHEREAS, the Patentee is willing to disclose such Information as the Patentee deems appropriate for the aforesaid purpose to the Company under the terms and conditions set forth in this Agreement;

Now therefore, the parties intending to be legally bound in consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows-

1. Company agrees to treat as confidential all Information that has been or may hereafter be made available to it, directly or indirectly, by the Patentee. Company agrees not to use such confidential Information in any way other than for the purpose of execution of this Agreement. Company agrees not to disclose any Information to any third party without the express, prior written consent of