

Inindi

Terms & Condition

Terms & Conditions when dealing with Inindi.

If you have a business idea you want to protect, or if you have some information you do not want us to disclose to anyone else – but you want us to help you with your business. Or if we give you information related to a business idea to be protected, or we give you information that should be considered as a business secret. Then our Non-Disclosure & Non-Circumvent Terms and Undertaking is valid. Read the same – starting from the next page.

If you also decide to use our services

be most welcome to do so, but then we may inform you about additional terms and conditions depending on what service you request.

Non-Disclosure & Non-Circumvent Terms and Undertaking

When dealing with Inindi you agree to the following:

- We agree by dealing with Inindi (or any other company related to Inindi) by being given this document or a link to this document or in any other form being informed about these terms, that we accept that these terms are valid, or we will back out from any dealing with ININDI.
- ININDI is also bound by this the same undertaking. One party will provide information (The Provider) and one, the other party, will receive information (The Recipient). Or both parties will provide information to each other and then both parties are considered as The Provider and as The Recipient in respective information cases.
- DEFFINITIONS subject to below. If and when the PROVIDER has certain secret information or business idea or concept that he wants to disclose to the RECIPIENT.
 - CONFIDENTIAL INFORMATION: PROVIDER will hand over secret information, which shall hereinafter be referred to as "CONFIDENTIAL INFORMATION";
 - and WHEREAS, RECIPIENT is interested in examining the CONFIDENTIAL INFORMATION solely for the PURPOSE, defined below;
 - PURPOSE: Initially to explore business opportunities related to the CONFIDENTIAL INFORMATION. If both parties after the initial examination period agrees to continue to work together in business deals and/or project(s) of any kind related to the CONFIDENTIAL INFORMATION given during the initial period than the PURPOSE also includes the time after the initial exploration period.
 - MANUFACTURING ORDER: In the case the PROVIDER wants the RECIPIENT to handle the placement of an order of a product with any third party on behalf of the PROVIDER and for which INFORMATION, that needs to be given to the third-party manufacturer, comes under the CONFIDENTIAL INFORMATION under this undertaking then this is here known as the MANUFACTURING ORDER in this undertaking.

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- NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the RECIPIENT hereto agrees as follows:
 1. PROVIDER, directly or through its employee (the PROVIDER Contact) shall disclose CONFIDENTIAL INFORMATION to RECIPIENT, directly or through its employee (the RECIPIENT Contact) to enable RECIPIENT to fully evaluate such disclosure solely for the PURPOSE. CONFIDENTIAL INFORMATION shall be classified as CONFIDENTIAL at the time of disclosure by the PROVIDER to be understood as CONFIDENTIAL by the RECIPIENT.
 2. All CONFIDENTIAL INFORMATION is considered highly sensitive and strictly confidential. Accordingly, RECIPIENT will maintain such Information in the utmost confidence. RECIPIENT will initially not use or exploit the Information for any purpose other than evaluating, and if cooperation take place after the initial evaluating period, then THE RECIPIENT will only use the information for developing such business and/or projects and/or products for which both parties has agreed and from which both parties will benefit.
 3. RECIPIENT agrees to accept the CONFIDENTIAL INFORMATION and to employ all reasonable efforts to maintain the CONFIDENTIAL INFORMATION as secret and confidential, such efforts to be no less than the degree of care employed by RECIPIENT to preserve and safeguard Recipient's own confidential information. The CONFIDENTIAL INFORMATION shall not be disclosed or revealed to anyone except employees of RECIPIENT who have a need to know the CONFIDENTIAL INFORMATION for the PURPOSE and who agree to be bound by the terms of this undertaking.
 - a. In the case THE RECIPIENT will be given the task to contact any THIRD PARTY on behalf of THE PROVIDER and if it's necessary to disclose such CONFIDENTIAL INFORMATION or part thereof then he may do so if the PROVIDER agree to the same. THE RECIPIENT shall then ask the THIRD PARTY for the same NON-DISCLOSURE AND NON-CIRCUMVENT UNDERTAKING.
 - i. If the PROVIDER gives the RECIPIENT, after the evaluation period, the task to contact several other companies in order to develop the mutual business then there is only need for one single approval by the PROVIDER to the RECIPIENT in order to allow the RECIPIENT under this undertaking to contact such companies.
 - b. If THE RECIPIENT shall place a MANUFACTURING ORDER on behalf of THE PROVIDER and if normal routines in the actual industry does not allow such NO DISCLOSURE, AND NO CIRCUMVENT undertaking to be signed, then the PROVIDER shall approve such an arrangement prior to any disclosure of CONFIDENTIAL INFORMATION by the RECIPIENT to the manufacturer.

4. It is hereby understood in regard to PROVIDER that RECIPIENT shall incur no liability (economical or otherwise) merely for examining and considering the CONFIDENTIAL INFORMATION. However, RECIPIENT agrees that it will not initially use the CONFIDENTIAL INFORMATION for any purpose other than the PURPOSE without the prior written consent of PROVIDER.
5. Recipient's obligations under Paragraphs 2, 3 and 4 above shall not extend to any part of the CONFIDENTIAL INFORMATION:
 - a. that in the case the PROVIDER, at the time of giving the information, fails to inform the RECIPIENT that the information handed over or given in any other way, is to be understood as CONFIDENTIAL under this undertaking; or
 - b. that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or
 - c. that can be demonstrated, from written records, to have been in Recipient's possession or readily available to RECIPIENT from another source not under obligation of secrecy to PROVIDER prior to the disclosure; or
 - d. that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by RECIPIENT; or
 - e. that is subsequently disclosed to RECIPIENT by a third party who is not under an obligation of confidentiality to PROVIDER; or
 - f. that is required by any law, regulation, or order of court to be disclosed by RECIPIENT. Prior to disclosing proprietary or CONFIDENTIAL INFORMATION of the PROVIDER in such a way, the RECIPIENT shall first, if it's possible, notify PROVIDER and provide him an opportunity to prevent disclosure.
6. Recipient's obligations under Paragraphs 2, 3 and 4 shall extend for a period of five (5) years from the effective date. And to be automatically prolonged by one (1) year after this period, and continue to be prolonged by one year after each such extra one year period, unless the prolongation no longer is actual because of any of the below reasons:
 - a. that the CONFIDENTIAL INFORMATION no longer is to be understood as CONFIDENTIAL (due to reason given under point 5 above); or
 - b. that the cooperation between both parties no longer is actual since two (2) years prior to time for prolongation; or
 - c. that one or both parties no longer exists (due to company been deregistered, gone in to bankruptcy or for any other such reason no longer is an active company); or
 - d. that there no longer is any valid agreement and/or cooperation and/or economical arrangements of any kind between the companies.
7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to RECIPIENT of any license or other

- rights under any patent, patent application, or other intellectual property right or interest belonging to PROVIDER, or as permitting RECIPIENT to unfairly obtain the right to use any CONFIDENTIAL INFORMATION which becomes publicly known through an improper act or omission on its part.
8. All Information will be returned to PROVIDER (or destroyed) in accordance with the instructions of the PROVIDER if RECIPIENT does not go ahead with the matter. Then, in addition to returning or destroying all Information to the PROVIDER, RECIPIENT will destroy any analysis, notes or other materials relating to or derived from the Information.
 - a. If no deal is done based on the info and if THE PROVIDER does not request in writing that information given should be returned within 30 days of last contact, then THE RECIPIENT can simply destroy or delete all received information, including all backups, and thereby should be understood to have fulfilled the terms of this paragraph.
 9. If the PROVIDER has a business idea that can be classified as unique or otherwise been seen as only belonging to the PROVIDER then: RECIPIENT undertake to not circumvent PROVIDER by using Provider's business idea and information for Recipients own purposes, unless agreed so between the two parties in writing.
 10. RECIPIENT may carry on any activity that RECIPIENT already is entertaining prior to this undertaking without breaching the non-circumvent paragraph, 9 above,
 11. RECIPIENT shall not use the name of PROVIDER or any contraction or derivative thereof or the name's) of the other party's faculty members, employees, or students, as applicable, in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other party.
 12. These terms supersede any previous non-disclosure arrangement or undertaking or agreement or any other preliminary representations or understandings, if any, that have been entered into by the parties to this undertaking with regard to the subject CONFIDENTIAL INFORMATION.
 13. We fully agree to examine and consider the subject matter of the CONFIDENTIAL INFORMATION on the foregoing basis.

These terms and conditions regulate, and only regulates, Non-Disclosure and Non-Circumvent issues between the involved parties. If a company (or a person planning to start a company) want to place an order with Inindi or give Inindi a consulting assignment, or any other such task on behalf of his company, then for that part Inindi may give separate terms and conditions.