



CONFIDENTIAL AGREEMENT (NDA) – NON Disclosure Agreement

THIS AGREEMENT governs the disclosure of information by and between DRC Australia, Pty , located at 1A Macintosh street Mascot, 2020 NSW , represented in this Act by Dilip Samji hereinafter referred to as the Service Provider

AND

_____ (Company/Firm name) , located at _____

_____, represented in this Act

by _____, hereinafter referred to as the Customer.

1. Definition of Confidential Information

As used herein, "Confidential Information" shall mean any and all technical and non-technical information , including but not limited to (a) patent(s) and patent applications, (b) trade secret, and (c) copyrighted information (d) personal , financial, and private information (e) proprietary information-- ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

2. Identification of Confidential Information

If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labelled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.



3. Exceptions to Confidential Information

Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "Recipient") can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party; (e) it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the other party; (f) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement; or (g) it was not identified as Confidential Information of the disclosing party in accordance with Section 2.

4. Handling of Confidential Information

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement,

Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation email or facsimile, and/or verbal authorization if followed by written confirmation at the earliest possible opportunity. DRC will store your data for 10 business days after your recovery has been completed. After such 10 business day period, DRC Australia, Pty will delete your data. We can remove data sooner at customer request.

5. Confidentiality Agreement Residual Knowledge

Recipient may use its knowledge retained in intangible form in the unaided memories of its directors, employees, contractors and advisors as a result of exposure to the disclosing party's ("Discloser") Confidential Information. The Discloser acknowledges that the Recipient may have in conception or development technology and/or software which may be very similar or even identical to Discloser's Confidential Information and, as long as the Recipient abides by Section 4 herein, Discloser shall have no rights in such technology and/or software.



6. Disclosure of Confidentiality Agreement

This confidentiality agreement may be breached by DRC Australia at any time, when we have Court order or disclosure under the law enforcement requirement.

7. Confidentiality Agreement Warranties

Each party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement, and (ii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

8. No Reverse Engineering

Each of the parties agrees that the software programs of the other party contain valuable confidential information and each party agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other party without the prior written consent of the other party.

9. No Grant of Rights

The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

IN WITNESS WHEREOF, the parties here to have caused this Confidentiality Agreement to be executed as of the Effective Date.

On Behalf of DRC Australia, Pty

Signed _____

Date: _____

On Behalf of Customer_____

Signed _____

Date: _____



Terms & Conditions

The services you are requesting will be performed under the following terms and conditions. This is the complete agreement between you and DRC – Data Recovery Australia. **DRC Australia, Pty must approve any modification to this Service Agreement in writing.**

1. You hereby engage DRC Australia, Pty and/or its suppliers to use all commercially reasonable efforts to determine the existence and extent of recoverable data on your media (“Evaluation”) and retrieve and/or provide access to your recoverable data (“Data Recovery”), or to delete data from your media (“Deletion”) (collectively, the ‘Engagement’)

2. Information contained in your data/media (“Client Information”) will be used by DRC Australia, Pty only for the purpose of fulfilling this Engagement, and will otherwise be held in confidence by DRC Australia. These confidentiality obligations shall not apply to any information which enters the public domain through no fault of DRC Australia, which was known to DRC Australia, Pty prior to receipt from you, which is disclosed to DRC Australia, Pty by a third party (other than employees or agents of either party) which to DRC Australia, Pty’s knowledge in making such information available to DRC Australia, Pty is not in violation of any confidentiality obligation to you, which is independently developed by DRC Australia, Pty without recourse to the Client Information, or which is used by DRC Australia, Pty in any legal process. You acknowledge that DRC Australia, Pty may keep record copies of its deliverables and the data/media received from you under this Agreement. This confidentiality agreement may be breached by DRC Australia, Pty at any time, when we have Court order or disclosure obligation under the Australian law enforcement requirement.

3. You will be charged a custom quoted Data Recovery Fee and you agree to be responsible for all media, shipping and handling charges and all risk of loss during shipping, even by DRC Australia, Pty between its offices. You agree to pay all charges quoted, plus shipping charges, as well as taxes and similar charges. No services will be performed and no charges incurred unless you consent by executing this Service Agreement. Additionally, in the event data is deemed unrecoverable, you agree to pay all shipping charges associated with the return of the unrecoverable media to you. In the event you decide not to have your media returned, or you fail to provide payment for return shipping, the media/data/equipment will become the property of DRC Australia, Pty 15 days after any evaluations or recovery attempts have been completed.

4. You acknowledge that the media/data/equipment you are making available to DRC Australia, Pty is already damaged, that data recovery efforts can result in further damage, and that DRC Australia, Pty is not responsible for this or any other type of damage, including damage to or failures by equipment or media furnished by DRC Australia, Pty.

5. You warrant and represent and warrant to DRC Australia, Pty that you are in lawful possession of all data, media and/or equipment you make available to DRC, and that you have a lawful purpose to engage DRC Australia, Pty for the Engagement. If you are requesting any Deletion services of any kind whatsoever, you hereby warrant and represent that such data is not involved in any current or anticipated legal proceeding, investigation or government inquiry. You agree to indemnify and hold DRC Australia, Pty harmless from any and all claims, liabilities, costs (including attorneys’ fees) and damages of any kind related to this Service Agreement.

6. You agree that DRC Australia, Pty grants no warranties regarding its services of any kind, and all services are provided on an “as-is” basis. Any issues regarding recovered data (either data corruption or incomplete recoveries) must be addressed within 10 business days of the completed and shipped recovery. After 10 business days your recovered data will be qualified as acceptable, and it will be removed from our servers. Any additional recovery attempts will be subject to additional recovery charges. DRC Australia, Pty will focus on the file types or specific file names specified within this request form. If no specifications are made then a generalized recovery of all available data will be made and this may or may not include data that may be deemed desirable by you. ALL IMPLIED WARRANTIES (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE DISCLAIMED.

7. DRC AUSTRALIA, PTY WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, AND THE LIKE) ARISING OUT OF THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER, EVEN IF DRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Any consent required of either party will be effective if provided in a commercially reasonable manner, which includes without limitation email or facsimile, and/or verbal authorization if followed by written confirmation at the earliest possible opportunity. DRC Australia, Pty will store your data for 10 business days after your recovery has been completed. After such 10 business day period, DRC Australia, Pty will delete your data. We can remove data sooner at customer request.

9. Should your data be deemed completely “Unrecoverable”; or you simply elect not to have your data recovered, return shipping charges and expedite fees (if applicable) will remain your responsibility. Unrecoverable” means that there is mechanical failure or severe data corruption in the media that precludes access to any data on the media by any means within DRC Data Recovery’s capability. This definition does not apply in cases where ‘desired’ data.

By signing below, I acknowledge that I have read and understood the terms and conditions set forth DRC Australia, Pty.

Signature: _____ **Printed Name:** _____ **Date:** _____