Google **Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into between Google LLC, for itself and its subsidiaries and affiliates ("Google"), and the other party, identified below, individually referred to as a "Party" and collectively referred to as the "Parties". The Parties wish to exchange Confidential Information (as defined below in Section 2) in order to facilitate technical discussions concerning existing or future product development efforts by the Parties (the "Purpose"). The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. The Effective Date of this agreement is the date this agreement is accepted by the other party identified below.

2. In connection with the Purpose, a party (the "Discloser") may disclose to the other party (the "Recipient") information pertaining to the Purpose that the Discloser considers confidential ("Confidential Information"): including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and (f) information acquired during any facilities tours.

3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed with either party in writing to keep information confidential.

4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.

5. Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.

6. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.

7. This agreement imposes no obligation to proceed with any business transaction.

8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose. Further, each party recognizes that the other party may in the future develop or purchase products or services related to or similar to the subject matter of Confidential Information disclosed under this agreement. Accordingly, Recipient may use Residuals for any purpose, including use in the acquisition, development, manufacture, promotion, sale or maintenance of products and services; provided that this right to Residuals does not represent a license under any intellectual property and/or proprietary rights of Discloser. The term 'Residuals' means information that is retained in the unaided memories of Recipient's employees or contractors as permitted herein who have had access to Discloser's Confidential Information. Memory is unaided if the employee or contractor has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.

10. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.

11. This agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The parties will try in good faith to settle within thirty days any dispute relating to this Agreement ("Dispute"). If the Dispute is not resolved within thirty days after such Dispute arises, the Dispute must be resolved by arbitration by the International Centre for Dispute Resolution of the American Arbitration Association and conducted in accordance with its Expedited Commercial Rules in force as of the date of this Agreement. There will be one arbitrator selected by mutual agreement of the parties. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may, without waiving any remedy under this Agreement, apply to any court having jurisdiction for any injunctive relief necessary to protect its rights or property until the Dispute is resolved. Any decision rendered by the arbitral tribunal will be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The arbitral tribunal may order equitable or injunctive relief consistent with the remedies and limitations set forth in this Agreement. All arbitral

proceedings, including the existence of any arbitral proceedings and information disclosed in the course of such arbitral proceedings will be Confidential Information, governed by the confidentiality provisions of this Agreement. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms hereof.

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All fields required.

☐ **Yes, I have read and agree to the terms of this Agreement. By clicking and accepting this Agreement, I represent and warrant that I have authority to bind the entity named below to these terms and conditions.**

**Company Name
(Full Legal Entity Name):**   [   ]

Your Name: [   ]

Your Title: [   ]

Email: [   ]

Company Street Address: [   ]

City: [   ]

Zip or Postal Code: [   ]

Country: [India   ]

[I Accept]

A copy of this Agreement will be sent to you at the email address provided above.

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