



November 10, 2011

Company Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Re: Vendor Confidentiality Agreement

Dear \_\_\_\_\_:

You have expressed interest in discussing with us the possible provision of services to us in connection with our development and execution of our business plan. Throughout this letter, the use of words such as "we," "us," "our" and other variations refer to Sidibat, LLC ("**Sidibat**"), and the use of words such as "you," "your" and other variations refer to **Company** (\_\_\_\_\_). In connection with these discussions and any resulting engagement, we may provide you with information concerning us, our business, our business plan, objectives and strategies and other matters that is confidential and proprietary. As a condition to furnishing you and your employees, officers, directors, shareholders, representatives and advisors (all of the foregoing collectively referred to as "**Representatives**") with access to this information, you agree that you and your Representatives will treat confidentially all Materials (defined below), and will abstain from taking certain actions, as set forth in this letter.

1. As used in this letter, the term "**Materials**" means any and all information furnished (whether in written or oral form, electronically stored or otherwise) to you or your Representatives by or on behalf of us, whether before, on or after the date hereof, including any analyses, notes, data, compilations, summaries, forecasts, studies or other documents and materials (whether in written or oral form, electronically stored or otherwise) prepared by you or your Representatives in connection with your discussions with us and any resulting engagement that contain, reflect, are based upon or are generated from, in whole or in part, any such information. The term "Materials" will not, however, include information that (a) was or becomes publicly available other than as a result of a disclosure by you or your Representatives, or (b) was or becomes available to you or your Representatives on a non-confidential basis from a source (other than us and our Representatives) not known by you or your Representatives, after due inquiry, to be prohibited from disclosing such information to you or your Representatives by a legal, contractual or fiduciary obligation.
2. You and your Representatives will hold and treat the Materials, and all information derived, directly or indirectly, from the Materials, in strict confidence, and you and your Representatives shall not, except as otherwise required by law, without our prior written consent, disclose any such information in any manner whatsoever, in whole or in part, other than to us or our Representatives or among you and your Representatives to the extent necessary for the purpose of your discussions with us and any resulting engagement (the "**Permitted Purpose**"). Furthermore, you will not disclose any Materials to any Representative other than to the extent such person has a bona fide need to know such information directly in connection with the Permitted Purpose. You



and your Representatives will hold and treat the fact that we are contemplating retaining you in strict confidence in the same manner as the Materials. You further agree that neither you nor your Representatives shall, directly or indirectly, circumvent or interfere with our interest in, or our pursuit of, any business plans discussed with or disclosed to you, nor will you or your Representatives take any action to frustrate the purposes of this letter. You recognize and acknowledge the competitive value and confidential nature of the Materials and the irreparable damage that could result to us if information contained therein is disclosed to any person in violation of this letter.

3. You will cause your Representatives to observe the terms of this letter, and you will be fully responsible and liable for any breach or threatened breach of this letter by any of your Representatives. You will notify us promptly upon discovery of any unauthorized use or disclosure of any Materials or any other breach of this letter by you or any of your Representatives and you and your Representatives will cooperate with us to regain possession of any such Materials and prevent its further unauthorized use or disclosure.
4. At any time upon our request, you and your Representatives shall promptly return to us all written material containing or reflecting any information contained in the Materials, as well as any copies, reproductions or extracts thereof and neither you nor any of your Representatives shall retain any Materials for your files. Notwithstanding such return or destruction, you and your Representatives shall continue to be bound by this letter.
5. In the event that you or your Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Materials, you and your Representatives agree to provide us with prompt notice of such request(s) and, to cooperate with us in taking legally available steps to resist or narrow such request(s), and if disclosure of such information is required, you and your Representatives will (i) furnish only that portion of the Materials which you, in the written opinion of your outside legal counsel, are legally compelled to disclose and (ii) use your reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Materials.
6. You acknowledge and agree that money damages would not be a sufficient remedy for any breach of this letter by you or any of your Representatives, and you further understand and agree that we will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages, and you agree to waive, and you will cause your Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any breach of this letter by you or your Representatives, but shall be in addition to all other remedies available to us at law or in equity. In the event that we prevail in any action to enforce any of the provisions of this letter, you will reimburse us for all of our costs and expenses, including reasonable attorney's fees, incurred by us in connection therewith.
7. This letter shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof. By



executing this letter, you hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Illinois, and the federal courts located in Cook County, Illinois, for the purposes of any action or proceeding arising with respect to this letter.

8. This letter constitutes the entire agreement between you and us relating to the subject matter hereof, and this letter may only be amended or modified by an instrument in writing signed by our respective duly authorized representatives.
9. The provisions of this letter are severable and if any one or more of such provisions are determined to be void or unenforceable, in whole or in part, the remaining provisions of this letter shall nevertheless be binding and enforceable. Any provision or covenant not enforceable in part shall be valid and enforced to the extent valid and enforceable.
10. Nothing in this letter shall obligate us to use your services, to provide any Materials to you, or to engage you for any period of time, and we may terminate your engagement at any time. It is hereby further understood and agreed that no failure or delay by us in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver of any provision hereof shall be effective unless it is in writing and signed by us.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter, whereupon it will constitute our agreement with respect to the subject matter hereof. This letter may be executed in counterparts.

Very truly yours,

SIDIBAT, LLC

By: \_\_\_\_\_  
Sandeep Dayal  
Chief Executive Officer

Agreed and acknowledged to all of the foregoing terms this 11<sup>th</sup> day of November, 2011

[Company: \_\_\_\_\_]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# SIDIBAT