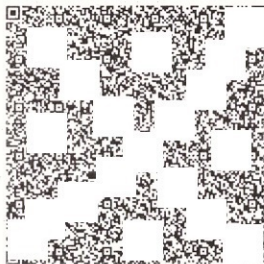


Confidential

This is a sample draft for your referene only

e-Stamp

Certificate No.	: IN-DL_____
Certificate Issued Date	:
Account Reference	:
Unique Doc. Reference	: SUBIN-DLD
Purchased by	: NAME OF YOUR CONSULTANCY
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NAME OF YOUR CONSULTANCY
Second Party	: JINDAL INTELICOM LIMITED
Stamp Duty Paid By	: NAME OF YOUR CONSULTANCY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

Dated: **Stamp paper purchase date**

Jindal Intellicom Limited
28, Shivaji Marg
New Delhi 110015
India

CONFIDENTIALITY AGREEMENT

Dear Sir,

**Notary Stamp
and date**

**Your Company
stamp and auth.
sign**

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

We have approached you as a reputed placement agency/recruitment consultant. You have agreed to hold discussions with us, consider our proposals, negotiate prices and subsequently, subject to commercial terms being mutually agreed by both of us, to source your employees through us.

During the course of these negotiations/ discussions and subsequent dealings, if any, you may provide us or we may be in a position to obtain information or material, relating to certain "Confidential Information" (the term "Confidential Information" is defined herein). In this context, in order to protect your interests and for valuable considerations, we legally bind ourselves to following covenants and assurances, which we give you unconditionally and irrevocably:

1. "Confidential information" as mentioned herein means any and all information disclosed by you relating to business and activities of your Company as well as your customers/ clients, suppliers and other entities with whom you do business or provide us access to your software application(s), technology or any other information which, under the circumstances surrounding disclosure, should be treated as confidential, regardless of whether you provide such information to us in tangible form or electronic form or it is retained in our intangible memory. "Confidential Information" includes, for example and without limitation, your business or technical information, such as names of your customers/ Clients, your business as well as business of your customers/ clients, data, financial information, information relating to employees, salary structures, perquisites and/or other terms and conditions of employment, organizational or staffing changes, marketing techniques and material, business plans and strategies, business operations and systems, software, applications, specifications, techniques, processes, technology, scripts, pricing policies, information concerning employees, vendors, trade secrets, wholesale pricing, transaction systems, discoveries, inventions, improvements, research, development, know-how, designs, products, compositions, prototypes, physical materials and other information disclosed or submitted orally, or in writing, or electronically, or by any other media, to us.
2. We shall hold all "Confidential Information" completely confidential and in trust for you and not disclose to any person, firm or enterprise, or use this information for our own benefit or for the benefit of any other party, unless authorized by you. "Confidential Information" will be disclosed only to our employees, who have executed non- disclosure agreement with our company/ firm, on need-to-know basis.
3. The information, observations and data concerning your Company and/or your Customers provided to us, shall continue to be the property of your Company and/or your Customers, as the case may be, and that we shall not be entitled to any right or license in relation to the said information, nor shall we copy, reproduce, publish, distribute, adapt, modify or amend any part thereof, without the prior written consent of your Company.
4. We shall destroy and make no further use of all "Confidential Information" received from you or from your employees, upon cessation/ termination of our dealings with you, if you so require, and we will certify in writing to you about the same.
5. We agree that your provision of "Confidential Information" to us is not in any way intended by you to be deemed to be a public disclosure, public use, or otherwise a publication of that information. The "Confidential Information" will be used by us solely for the purpose of understanding and performing our assignment in a better manner and will not be used in any way, directly or indirectly, detrimental to your interests.
6. The "Confidential Information" shall be and remain the confidential, proprietary, and trade secret property of your company. Further, any and all enhanced, modified, or other derivative information resulting from the "Confidential Information" shall be governed by the same terms as if it were original

**Notary Stamp
and date**

**Your Company
stamp and auth.
sign**

E Stamp : Certificate No.....

“Confidential information” supplied by you.

7. We shall deliver to you, upon cessation/ completion of our dealings with you, or at any other time your Company may so require, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the said “Confidential Information” which we shall then possess or have under our control.

8. We hereby undertake to comply and perform all / any obligation undertaken herein to the best of our capabilities and in the unlikely event of any breach on our part we agree hereby to indemnify you against any loss suffered by you. Further, in such an event, your company will also be fully entitled to approach court of law for seeking injunctive relief and/or any other remedies permitted under the law to ensure and enforce our compliance with the obligations undertaken herein.

9. Notwithstanding the cessation/ termination of our dealings, the confirmations and undertakings given herein shall always continue in full force and effect.

10. Any dispute related to this agreement will be subject to the jurisdiction of courts in Delhi (India).

11. The undersigned is fully entitled to sign this agreement and to bind our company/ firm as well its directors/ partners/ associates to the covenants as aforementioned.

12. This confidentiality agreement is executed on Stamp paper date , effective from .

Sincerely yours,

For and on behalf of _____

Your Company
stamp and auth.
sign

Name:

Designation:

**Notary Stamp
and date**