



MUTUAL NONDISCLOSURE AGREEMENT

This mutual non-disclosure agreement (this "Agreement") is made and entered by and between AgreeYa Solutions (India) Pvt. Ltd., and _____, as ("Employee").

FOR GOOD CONSIDERATION, and in consideration of Employee's employment or continued employment with the Company, Employee hereby agrees and acknowledges:

Definition: "Confidential Information" means trade Secrets, proprietary information, and confidential knowledge and information which includes, but is not limited to, matters of a technical nature (such as discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, diagrams, test data, scientific methods and know-how), and matters of a business nature (such as the identity of customers and prospective customers, the nature of work being done for or discussed with customers or respective customers, suppliers, marketing techniques and materials, marketing and development plans, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public.

- Exclusions:** Confidential Information does not include any information, technical data or know-how which: (i) is or becomes publicly available without breach of this agreement; (ii) can be shown by documentation to have been known to the Receiving Party prior to the time of its receipt from the Disclosing Party; (iii) is rightfully received by Receiving Party from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) is approved for release by the Disclosing Party in writing.
- Non-Use and Non-Disclosure of Confidential Information:**
Employee acknowledges that, during the period of Employee's employment with the Company, Employee has had or will have access to Confidential Information of the Company. Therefore, Employee agrees that both during and after the period of Employee's employment with the Company, Employee shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information (salary/financials) the Company to any person or entity, or (b) use any Confidential Information of the Company for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Employee's work for the Company. If Employee is found doing so, he will be terminated from the services with immediate effect.
- Non-Compete:** Employee and the Company agree that the services rendered by the Employee are unique and irreplaceable, and that competitive use and knowledge of any Confidential Information would substantially and irreparably injure the Company's business, prospects and good will. Employee and the Company also agree that the Company's business is global in nature due to the type of products and/or services being provided. Therefore, Employee agrees that during the period of



Employee's employment with the Company and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):

(a) sell, market, offer to sell products and/or services anywhere in the world similar to that being developed, offered or sold by the Company on the date of the termination of Employee's employment with the Company for any reason;

(b) solicit, induce, encourage or attempt to induce or encourage myself and/or any employee or consultant of the Company to terminate his or her employment or consulting relationship with the Company, or to breach any other obligation to the Company; detrimental or prejudicial or adverse or harmful to the interest of the company.

(c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between the Company and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of the Company.

4. **Mandatory Disclosure:** In the event that either party or their respective directors, officers, employees, consultants, attorneys or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises, that is legally required to disclose.
5. **Return of Materials:** Any materials or Assets that have been furnished by Agreeya to the Employee will be promptly returned, accompanied by all copies of such documentation, after the employment possibility has been concluded.
6. **No License:** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.
7. **Confidentiality Period:** This Agreement shall remain valid during the term of engagement of such employee with the company and for a period of one year from the date of termination of such engagement for any reason whatsoever.



8. **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed and enforced in accordance with the laws of India, and shall be binding upon the parties hereto in India and worldwide. The courts of Delhi shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
9. **Severability:** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.
10. **Miscellaneous:** This Agreement shall be binding upon the parties, their successors and assignees. Any failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

By: _____

Name: _____

Title: _____