

CONFIDENTIALITY AGREEMENT

This Agreement is made between Forgeahead Solutions Pvt. Ltd., Suite 218, B1-Cerebrum IT Park, Kalyani Nagar, Pune 411014 (India) and its affiliates ("Forgeahead") and ("Company"), with office at

WHEREAS, Forgeahead and Company mutually desire to engage in discussions which may lead to a business relationship involving both companies; and

WHEREAS, the parties in the course of their dealings may furnish to each other "Confidential Information" as defined in Paragraph 1 and do not wish to convey any interest or copyright therein to the other, or make such Confidential Information public or common knowledge; to be disclosed to any third party, or permit any use thereof except to engage in such discussions and

NOW, THEREFORE, in consideration of the business discussions, disclosure of Confidential Information and any future business relationship between the parties, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, the term "Confidential Information" shall mean the following:

Any information, business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-process, any engineering, manufacturing, marketing, technical, financial data, or sales information, or any information regarding suppliers, customers, employees, investors, pricing or business operations, and any other information or materials, whether in written, or graphic, or any other form or that is and whether disclosed orally, or electronically, whether tangible or intangible and in whatever form or medium provided, or otherwise which is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.

Without limiting the generality of the foregoing, Confidential Information shall include all information and materials disclosed orally or in any other form, regarding either party's software products or software product development, including, but not limited to, the configuration techniques, data classification techniques, user interface, applications programming interfaces, data modeling and management techniques, data structures, and other information of or relating to either party's software products or derived from testing or other use thereof. Confidential Information shall not include any information included under Paragraph 6.

2. **JOINT UNDERTAKING.** Both, Forgeahead and Company agree that for a period of five (5) years from the date of receipt they will not at any time disclose, give, or transmit in any manner or form or for any purpose, the Confidential Information received from the other party to any person, party, firm or corporation entity or use such Confidential Information for its own benefit or the benefit of anyone else, or for any purpose other than to engage in discussions regarding a possible business relationship involving both parties. Without limitation of the generality of the foregoing, neither party may use, refer to or otherwise benefit from the Confidential Information of the other party in connection with such party's market research, competitive analysis, development, planning, marketing or other business activities.

Both, Forgeahead and Company shall take all reasonable measures to preserve the confidentiality and avoid the disclosure of the other party's Confidential Information, including but not limited to those steps taken with respect to the party's own Confidential Information of like importance. Neither party shall disassemble, decompile or otherwise reverse engineer any software product of the other party and, to the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

3. **RETURN OF CONFIDENTIAL INFORMATION.** Upon request of the other party, or upon termination of the discussions regarding a business relationship between the parties, each party shall promptly deliver to the other any and all documents, notes, or other physical embodiments of or reflecting the Confidential Information (including any copies thereof) that are in their possession or control.

At the request of either party, a responsible officer of the other party shall verify, and provide the other party with written certification of, the completeness of the delivery of such materials.

4. **NONCONVEYANCE.** Nothing in this Agreement shall be construed as conveying to either party any right, title or interests or copyright

Effective Date: _____

in or to any Confidential Information of the other party; or to convey any license as to use, sell, exploit, copy or further develop any such Confidential Information.

5. **NONDISCLOSURE OF DISCUSSIONS.** Each party agrees that, in

addition to the other confidentiality obligations hereunder, it will not disclose to any third party that it is having any discussions with the other party with respect to establishing a business relationship.

6. **EXCLUDED INFORMATION.** Both the parties agree that their mutual covenant not to disclose or use Confidential Information of the other party shall not apply to any information to the extent that the information:

- is, or at any time becomes a part of the public domain through no act or omission of the receiving party;
- is independently discovered or developed by the receiving party using individuals who have had no contact with the Confidential Information of the other party;
- is rightfully obtained from a third party without any obligation of confidentiality; or
- is already known by Recipient without any obligation of confidentiality prior to obtaining the Confidential Information from disclosing party.

7. **COURT ORDERED DISCLOSURE.** Neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government; provided, that notice is given promptly to the party whose Confidential Information is to be so disclosed so that such party may seek a protective order and/or engage in other efforts to minimize the required disclosure. The parties shall cooperate in seeking the protective order and engaging in such other efforts.

8. **NO COMMITMENT.** This Agreement does not in any way bind the parties to enter into a business relationship of any nature with the other. Nothing herein or any other verbal representations made by either party shall be construed as a binding commitment to establish a business relationship. Neither party shall have any liability to the other, except for the breach of this Agreement, if the parties do not establish a business relationship that is expressed in writing and expressly stated to be legally binding.

9. **INJUNCTIVE RELIEF.** The parties acknowledge that monetary damages alone may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that either party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

10. **ATTORNEY'S FEES.** In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.

11. **NONASSIGNMENT.** Neither party may assign or transfer this Agreement or any rights hereunder to any third party without the prior written consent of the other party.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter addressed thereof of supercedes a all proposals and prior discussions and writings between the parties with respect thereto. The parties agree that this Agreement may not be altered, amended or modified except in writing which is signed by an authorized representative of both parties.

13. **NON SOLICITATION: Both parties** recognize that the employees of them, and such employees' loyalty and service to their employers, constitute a valuable asset of employing company. Accordingly, both the parties hereby agree, not to make any offer of employment to, nor enter into a consulting relationship with (nor directly or indirectly assist any other person or entity to employ or enter into a consulting relation with), any person who is employed by other party during the term of this Agreement and for a period of twelve calendar months after such person's employment with his / her employer terminates.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of India and subject to Pune Jurisdiction only.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

Forgeahead Solutions Pvt. Ltd.

Sign. _____
Authorized Signature Title

By _____
Name Printed or Typed Date

COMPANY:

Sign. _____
Authorized Signature Title

By _____
Name Printed or Typed Date