**Non-Disclosure Agreement (Standard)**

This Non-Disclosure Agreement ("agreement") is between the parties signing below. “We,” “us” and “our” refer to both of the parties signing below and our respective affiliates.

**Prodige Digital Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at Flat B/02, Plot No 29, Sec 20, Sai Dhyan Navi Mumbai, Panvel, Raigarh-410209. through its Director Mr. Murtaza Patanwala hereinafter referred to as “[Disclosing Party](http://www.ndasforfree.com/NDAS/GetBasicExp.html#Who_Is_Disclosing_Who_Is_Receiving)"” (which expression unless repugnant to or inconsistent with the context or meaning thereof, shall mean and include its subsidiaries, associates, successors and assigns, administrators and agents) of the **ONE PART;**

**AND**

**Eccentric Engine Private Limited**, a company registered under the Indian Companies Act 1956, having its registered office at 102, Kshitij Building, Opp. Andheri Sports Complex, Veera Desai Road, Andheri - West, Mumbai – 400053. through its authorized signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the “Receiving Party” (which expression unless repugnant to or inconsistent with the context or meaning thereof, shall mean and include its subsidiaries, associates, successors and assigns, administrators and agents) of the **OTHER PART**

1. **The purpose of this agreement.** This agreement allows us to disclose confidential information to each other, to our own affiliates and to the other’s affiliates, in relation to a transaction involving\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Transaction”) under the following terms. An “affiliate” is any legal entity that one of us owns, that owns one of us or that is under common control with one of us. “Control” and “own” mean direct or indirect possession of more than 50% of the voting securities or equity in an entity or the right to direct the management of the entity.

# Confidential information.

* 1. **What is included.** "Confidential information" is non-public information, know-how and trade secrets in any form that:
     + Are designated as “confidential”; or
     + A reasonable person knows or reasonably should understand to be confidential.
  2. **What is not included.** The following types of information, however marked, are not confidential information. Information that:
     + Is, or becomes, publicly available without a breach of this agreement;
     + Was lawfully known to the receiver of the information without an obligation to keep it confidential;
     + Is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or
     + Is independently developed;

# Treatment of confidential information.

* 1. **In general.** Subject to the other terms of this agreement, each of us agrees:
     + We will not disclose the other’s confidential information to third parties; and
     + We will use and disclose the other’s confidential information only for purposes of our business relationship with each other.
  2. **Security precautions.** Each of us agrees:
     + To take reasonable steps to protect the other’s confidential information. These steps must be at least as protective as those we take to protect our own confidential information;
     + To notify the other promptly upon discovery of any unauthorized use or disclosure of confidential information; and
     + To cooperate with the other to help regain control of the confidential information and prevent further unauthorized use or disclosure of it.
  3. **Sharing confidential information with affiliates and representatives.**
     + A “representative” is an employee, contractor, advisor or consultant of one of us or one of our respective affiliates.
     + Each of us may disclose the other’s confidential information to our representatives (who may then disclose that confidential information to other of our representatives) only if those representatives have a need to know about it for purposes of our business relationship with each other. Before doing so, each of us must:
       - ensure that affiliates and representatives are required to protect the confidential information on terms consistent with this agreement; and
       - accept responsibility for each representative’s use of confidential information.
     + In order for one of us to disclose confidential information directly to an affiliate of the other, we must enter into a non-disclosure agreement with that affiliate.
  4. **Disclosing confidential information if required to by law.** Each of us may disclose the other’s confidential information if required to comply with a court order or other government demand that has the force of law. Before doing so, each of us must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

# Length of confidential information obligations.

* 1. **Termination.** This agreement continues in effect until one of us terminates it. Either of us may terminate this agreement for any reason by providing the other with 30 days’ advance written notice. Termination of this agreement will not change any of the rights and duties made while this agreement is in effect.
  2. **No other use or disclosure of confidential information.** Except as permitted above, neither of us will use or disclose the other’s confidential information for Two years after we receive it.

1. The Receiving Party shall (i) return any and all of the Disclosing Party’s Proprietary Information to the extent possible or, (ii) destroy such Proprietary Information. Upon the Disclosing Party’s written request, the Receiving Party shall certify such return and/or destruction by providing the Disclosing Party with a certificate executed by an authorized representative of the Receiving Party certifying that such return and/or destruction has occurred.”

# General rights and obligations.

* 1. **Law that applies; jurisdiction and venue**. The laws of the Country of India govern this agreement. We each consent to the jurisdiction and venue in the courts of Mumbai.
  2. **Compliance with law.** Each of us will comply with all laws that apply to confidential information.
  3. **Waiver**. Any delay or failure of either of us to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy.
  4. **Money damages insufficient.** Each of us acknowledges that money damages may not be sufficient compensation for a breach of this agreement. Each of us agrees that the other may without prejudice be entitled to seek court orders including injunctive relief, to stop confidential information from becoming public in breach of this agreement.
  5. **Parties shall meet any liability emanating from any breach of this Agreement and shall indemnify, hold harmless and defend the other, its Directors, Officers, Employees and Representatives (“Indemnified Party”) against third-party suit, proceeding, judgement, claim, actions, costs, damages, expenses, penalties, claims, demands and liabilities.**
  6. **Transfers of this agreement.** If one of us transfers this agreement, we will not disclose the other’s confidential information to the transferee without the other’s consent.
  7. **Enforceability.** If any provision of this agreement is unenforceable, the parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this agreement will remain in place.
  8. **Entire agreement.** This agreement does not grant any implied intellectual property licenses to confidential information, except as stated above. We may have contracts with each other covering other specific aspects of our relationship (“other contracts”). The other contract may include commitments about confidential information, either within it or by referencing another non-disclosure agreement. If so, those obligations remain in place for purposes of that other contract. With this exception, this is the entire agreement between us regarding confidential information. It replaces all other agreements and understandings regarding confidential information. We can only change this agreement with a signed document that states that it is changing this agreement.

1. Dispute Resolution:

(a) Any and all disputes or controversies arising, out of or in connection with the interpretation, performance or non-performance, or termination or which are in any manner connected to or touching upon it, shall to the extent possible, be settled in the first instance by prompt and good faith negotiations between the parties. The parties agree that if a dispute or controversy cannot be resolved by mutual consent within a period of thirty (30) days from the day on which written notice of such dispute is given by one party to the other, the dispute controversy or deadlock shall be finally settled by arbitration, if consented to by both the parties in writing.

(b) All arbitral proceeding in relation to this Agreement shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, by a sole Arbitrator to be appointed mutually by both parties within 60 days from the day on which both parties consent to arbitrate. All order and awards made in arbitral proceedings shall be in writing. All expenses will be equally divided between both the parties.

(c) Arbitration may be commenced during or after the term of this Agreement. During the pendency of any arbitration, unless the Agreement has been terminated by either party, each party shall continue to perform its obligations hereunder and shall not in any manner suspend, slow or otherwise defer or affect the services in any manner under the Agreement because of the pendency of such arbitration proceedings.

(d) The venue of the arbitration shall be in Mumbai, India and the language of the arbitral proceedings and all document and communications between the parties shall be in English. The arbitration awards shall be final, conclusive and binding on both the parties.

7. Independent Contractor.

It is agreed and clearly understood that this deed of agreement shall not create any relationship of employer and employee between the disclosing party and Receiving party. Receiving party is performing the Services as an **independent contractor**. Nothing contained in this Agreement shall be construed to create any relationship such as partners, joint venturers, employer/employee or principal/agent, nor shall Receiving party be considered in any sense an affiliate or subsidiary of disclosing party. Receiving party shall not have any authority to create or assume in Company name or on its behalf any obligation, express or implied, or to act or purport to act as Disclosing party agent or legally empowered representative for any purpose whatsoever.

8. Force Majeure.

If the performance by either party, or any of its obligation under this agreement is prevented, restricted or interfered with by reason beyond the control of the parties, which makes fulfilment of the obligations pursuant to this Agreement impossible, and this situation is deemed to be force majeure under the normal laws in India (not due to any act, neglect or default of the either party), then such party shall be excused from such performance to the extent of such prevention, restriction or interference, provided that such party shall give prompt notice to the other party within a period of 14 days from the date of the Force Majeure occurrence and provide a description to the other party of such Force Majeure occurrence in such notice, including a description, in reasonable specificity, of the cause of the Force Majeure; and provided further that such party shall use reasonable efforts to avoid or remove such cause of non-performance and shall perform its duty hereunder whenever such causes are removed.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS ON THE DAY AND DATE MENTIONED HEREINABOVE:**

**SIGNED AND DELIVERED**

For and on behalf of the said Disclosing party

**Prodige Digital Pvt. Ltd.**

Through its authorized Signatory

**Mr. Murtaza Patanwala**

**In** the presence of

Rajesh Sawant

**SIGNED AND DELIVERED**

For and on behalf of the said “Receiving party”

**Eccentric Engine Private Limited**

Through its Director

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

In the presence of

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