

# **MUTUAL NON-DISCLOSURE, NON-CIRCUMVENTION, NON - SOLICITATION, AND NON-COMPETITION AGREEMENT**

BETWEEN:

**GORTNM INNOVATIONS**

and associated entities

(hereafter jointly referred to as "Party-1")

**AND**

**NAME** - Shahanshah Alam

**MOBILE NO.** – 9646352514

**EMAIL ID** - alamshanu875@gmail.com

**ADDRESS** – C-56 New Ashok Nagar Delhi 110096 "Party-2")

## **1. PURPOSE OF THIS AGREEMENT**

The Parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-circumvention, non-solicitation and non-competition agreement. The Parties intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful business opportunities, business contacts, trade secrets, business entity formation and structuring.

In connection with these discussions, it may be necessary and/or desirable for the Parties to provide the other with, or allow access to, proprietary, technical, or business data, and/or other confidential information (collectively the "Confidential Information"). Therefore, the Parties hereby agree that they are bound by an obligation of confidentiality.

The Parties both believe, and hereby agree, that Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Parties' willingness to engage in the contemplated business discussions and planning.

The Parties agree that they shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in a professional and personal capacity.

## **2. CONFIDENTIAL INFORMATION**

Confidential Information shall be defined as any information specifically identified as "Confidential" prior to disclosure to the other Party. This identification shall be by way of formal correspondence (letter, fax or email) addressed to the other Party outlining the proposed information to be disclosed (without giving specific details), requesting the receiving Party to recognize this as Confidential Information and therefore being bound by this Agreement. The receiving Party has the right to accept the information under this Agreement or to decline the information in which case it will not be provided.

## **3. OBLIGATION OF CONFIDENTIALITY**

The Parties agree that when receipt of any Confidential Information has occurred:

3a. The receiving Party shall not disclose or communicate Confidential Information to any third party, except as herein provided. The receiving Party shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that the receiving Party uses for its most crucial proprietary and trade secret information.

3b. The receiving Party shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

#### **4. OBLIGATION OF NON-COMPETITION**

The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Parties agree they shall not use any advantages derivable from such confidential information in their own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

#### **5. NON-CIRCUMVENTION**

The Parties hereby agree on behalf of themselves, their officers, directors, agents, associates and any related parties, that **they** will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the other Party of profits, fees or other amounts, without the specific written approval of the other Party.

#### **6. NO REPRESENTATIONS**

The Parties both understand that each Party makes no representation or warranty as to the accuracy or completeness of the information it provides. The Parties both agree that neither Party, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the other Party's use of said information.

#### **7. TERM**

This Agreement shall, by mutual consent of the Parties, remain in force and effect for a period of seven years from the date signed and executed by all parties, with the effective date being the date on which the final signature is affixed hereto.

#### **8. JURISDICTION**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Delhi in India.

#### **9. MISCELLANEOUS**

9a. As used in this Agreement, the following terms shall have the following meanings: "Agents or employees" include the directors, officers and employees of any of the parties. It also includes any corporation, partnership, association, business trust, contractual organization, group, or other entity of which either Party is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the afore mentioned.

9b. No right of license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.

9c. No agency or partnership relationship is created between the Parties by this Agreement.

9d. No Party has an obligation under this Agreement to purchase any service or item from the other Party, or to offer any service or item for sale to the other Party and that any agreement to have a business relationship between the parties will exist only when such agreement is in writing and duly executed by all the Parties hereto.

9e. ANY and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all Parties. However, the failure of a Party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

9f. This Agreement is made and shall be governed and construed in accordance with the laws of the jurisdiction under which the respective companies are located, or any other applicable jurisdiction. The proper venue for any action arising from or in connection with the interpretation or enforcement of this Agreement shall be decided by the claiming Party.

9g. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any Party hereto incurs legal fees, if a legal action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

This Agreement constitutes the entire understanding between all the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Parties hereto and the Confidential Information.

## **10. MUTUALITY**

To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both Parties.

## **11. NON-SOLICITATION**

The Parties hereby confirm that neither they nor anyone on their behalf or anyone else has solicited in any way, and no document received or that will be received shall be deemed to be a solicitation. Additionally, both Parties confirm that there has not been any offer to buy or sell securities and that this or any other document from either Party is not intended to be an offer to buy or sell securities.

## **12. BASIS OF INFORMATION AND MANAGEMENT ACTIONS**

The Parties acknowledge that the other Party obtains a wide variety of available information from numerous sources, and the recommendations, advice or business actions developed or carried out by each Party are based upon the professional judgment of the respective Party, its employees, representatives, underwriters, and agents. The Parties acknowledge that the other Party does not guarantee the results of any of its business actions, except as required under the terms of this Agreement. The Parties also acknowledge that the other Party's, management, employees, underwriters, and agents are not acting in any form of Fiduciary Duty to the other Party. Both Parties agree to seek out licensed professionals in the areas of legal, professional, and financial prior to making any financial decision, where appropriate.

## **13. LEGAL/PENALTY NOTICE**

By signing this agreement, the Parties agree that they/their companies and/or any of their related entities will be sought after immediately for injunctive relief for violating this agreement. The signing parties can be held personally liable. By signing below this Agreement becomes fully binding and enforceable.

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Witness Name