**MUTUAL NONDISCLOSURE AGREEMENT**

**THIS MUTUAL NONDISCLOSURE AGREEMENT** is made and entered into as of**\_\_\_\_\_\_\_\_\_\_\_**between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein referred as (the ***Company)*** and **AgileApt Solutions Pvt Ltd , having its registered office at, 21/14, A, Phase-II, Naraina Industrial Area, Delhi-110028 herein referred as (AgileApt Solutions Pvt Ltd).**

1. **Purpose**The Company and AgileApt Solutions Pvt Ltd have intention to exchange some confidential information for **\_\_\_\_\_\_\_\_\_\_** (**Purpose**) and in connection with this Purpose, each party may disclose to the other certain confidential technical, personnel and business information which the disclosing party desires the receiving party to treat as confidential.
2. **“Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally which is designated or marked as “Confidential", "Proprietary" or some similar designation at the time of its disclosure. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing by the disclosing party as being Confidential Information within thirty (30) days after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
3. **Non-use and Non-disclosure**. Each party agrees not to use any Confidential Information of the other party for any purpose except for the Purpose. Each party agrees not to disclose any Confidential Information of the other party to third parties, or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or de-compile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
4. **Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information of similar nature, and shall ensure that its employees who have access to Confidential Information of the other party shall be subject to the same confidentiality obligation as imposed on such party under this Agreement, prior to any disclosure of Confidential Information to such employees. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
5. **No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
8. **No License.** Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressively set forth herein.
9. **Term.** The obligations of each receiving party hereunder shall survive until such time as all Confidential Information of the other party disclosed hereunder becomes publicly known and made generally available through no action or inaction or the receiving party, but no more than three (3) years after the signing of this Agreement.
10. **Remedies**. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
11. **Governing Law.** This Agreement shall be governed in all respects by the laws of India and. Each of the parties irrevocably consents to the exclusive jurisdiction of courts located in Delhi, as applicable, for any matter arising out of or relating to this Agreement.
12. No license to a Party hereto, under any trademark, patent, copyright or any other intellectual property right, is either granted or implied by the conveying of Information to such party.
13. None of the Information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee or other inducement by either Party to the other of any kind, and, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property rights, or other rights of third parties.
14. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

**IN WITNESS whereof the Parties hereto have caused this Agreement to be duly signed and executed in two original copies on the date written below.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.(The Company) AgileApt Solutions Pvt Ltd**

By :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_