

## **NON DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ('Agreement') is entered into on this -- day of --- YYYY by and between  
"Company1" incorporated in India and having its " Address" the party of the FIRST PART

and,

**yyyy** , the party of the SECOND PART.

The expression 'Party of the first part' shall include its employees, consultants, subsidiaries, employees of such subsidiaries.

The expression 'Party of the second part' shall include its employees, consultants, contractors, subsidiaries, employees of such subsidiaries.

WHEREAS, in order for each party hereto to evaluate its interest in participating in a future business relationship with the other party, it appears necessary that the Parties disclose to each other certain valuable proprietary, confidential information belonging to themselves ("the Purpose"), and

WHEREAS, both Parties are willing to disclose such proprietary and confidential information upon the terms and subject to the conditions more particularly set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. For the purposes of this Agreement, the Party disclosing the confidential information shall be called the 'Disclosing Party' and the Party receiving the confidential information shall be called the 'Receiving Party'. Both the parties shall be collectively referred to as 'Parties'.
2. "Confidential Information" shall mean any proprietary or, confidential information of the Disclosing Party including, without limitation, all patents, other intellectual property and know-how owned by the Disclosing Party including, without limitation, copyright material, data, processes, formulas, methods, technology, manufacturing techniques, unpublished patent applications, pricing, sales, marketing information, customer names or other unpublished information related to customers. Confidential information also includes any information described above which the disclosing party has obtained in confidence from another party who treats it as proprietary or designates it as confidential information, whether or not owned or developed by the Disclosing Party.
3. Each Party represents and warrants that to the best of its knowledge it has the right to disclose the Confidential Information to the other Party without conflict with, or violation of the rights of, any third party.
4. The Parties shall use the Confidential Information exclusively for working together. Neither Party shall disclose or otherwise use the confidential information for any other project or purpose or in any other way without first obtaining prior written permission from the Disclosing Party
5.
  - a) Except as otherwise provided in this Agreement, all Confidential Information shall always be held in confidence by the Receiving Party and shall never be disclosed to any third party or used, except for the Purpose, without the prior written approval of the Disclosing Party; provided however that Confidential Information may be disclosed by the Receiving Party to those of its employees who require knowledge thereof in connection with the Purpose and who are obliged to protect the confidentiality of the same under the terms of this Agreement.
  - b) Each Party shall use its best endeavours to protect the confidential information of the other Party in the same manner as it protects its own confidential information.
6. Disclosure of Confidential Information by the Disclosing Party to the Receiving Party may be either verbal or in writing
7. All documentation and materials provided to the Receiving Party under this Agreement shall remain exclusive Property of the Discloser and shall be returned to the Discloser at the conclusion of the Project. Recipient shall make no copies of any tangible documentation or materials provided hereunder, except for the permitted

use. The Receiving Party shall retain no copies, and shall return all copies at the request of the Disclosing Party or at the time of termination of this Agreement

8. The term "Confidential Information" shall not apply to information which (i) was in the public domain or generally available to the public prior to receipt thereof by Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public other than as a result of a breach of this Agreement by Receiving Party; (ii) was in the possession of Receiving Party prior to receipt from the Disclosing Party; (iii) is later lawfully received by Receiving Party from a third party, unless Receiving Party knows or has reason to know of an obligation of secrecy of the third party to the Disclosing Party with respect to such information; or (iv) is required to be disclosed by operation of Law;
9. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed as required by applicable law, legal process or stock exchange rule, provided Receiving Party notifies the Disclosing Party prior to such disclosure so as to afford the Disclosing Party reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.
10. The parties agree not to issue or release for publication any articles or advertising or publicity matter relating to this Agreement which mention or imply the name of the other party or any of its Affiliates, or subject matter hereof, unless prior written consent is granted by the other party, except such disclosure as may be required by law, in which case the provisions of Paragraph 8 hereinabove shall apply. Each party shall make such amendments to any such press release or public statement as are reasonably requested by the other party.
11. No license to either party hereto, under any trademark, patent, copyright, mask work or any other intellectual property right, is either granted or implied by the disclosure of Confidential Information to such party. The fact that a party discloses its Confidential Information to the other party shall not be deemed to constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the other of any kind with respect to the Confidential Information, including without limitation, that use thereof will not infringe any trademarks, patents, copyrights, mask work or any other intellectual property rights, or other rights of third persons or of the Disclosing Party.
12. Receiving Party shall, upon the request of the Disclosing Party, return to the Disclosing Party all Confidential Information, including drawings, documents, reports and other tangible manifestations of Confidential Information received by the Receiving Party pursuant to this Agreement, together with all copies and reproductions thereof.
13. The Parties acknowledge that breach of this Agreement can cause the Disclosing Party to suffer irreparable harm. If any such breach occurs, the Disclosing Party will be entitled (in addition to any and all other remedies) to injunctive relief, and the Receiving Party agrees to indemnify the Disclosing Party against any such loss caused & assessed by the Disclosing Party.
14. This Agreement shall be effective as of the date first set above and shall terminate on the delivery of written notice of termination from one party to the other; provided, however, that the obligations of the Receiving Party pursuant to Section 2 shall always remain in effect. Notwithstanding the foregoing, either Party may also terminate this Agreement forthwith upon occurrence of any of the following events of default: (1) If the other Party becomes bankrupt, insolvent or is liquidated, terminated or dissolved; (2) After all services are terminated; (3) If the other Party breaches the terms of this Agreement.
15. The parties acknowledge their understanding that the expiration of this Agreement shall not be deemed to give either party a right or license to use or disclose the Confidential Information of the other party.
16. Neither of the Parties shall assign nor transfer any of its rights nor obligations under this Agreement without prior written consent of the other Party.
17. Whenever, by the terms of this Agreement, notice, demand, or other communication shall or may be given to either party, the same shall be in writing and addressed to such party at its address first set forth above or to such other address or addresses as shall from time to time be designated by written notice by such party to the other as herein provided. All notices shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by Federal Express or other comparable courier providing proof of delivery, and shall be deemed duly given and received (i) if mailed on the third business day following the mailing thereof, or (ii) if sent by courier, the date of its receipt (or, if such day is not a business day, the next succeeding business day).

18. This Agreement shall be governed and construed in accordance with the laws of The Republic of India. Any dispute or claim arising out of or in connection with this Agreement or the breach, termination or validity thereof, shall be referred to Arbitration in accordance with the laws of The Republic of India. The award given by the Arbitrator shall be final and binding on both the Parties.
19. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall not be supplemented, amended, varied or modified in any manner except by an instrument in writing signed by duly authorized representatives of both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Company, its agents, or employees but only by an instrument in writing signed by an authorized officer of the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of this Agreement shall not constitute waiver of such provision or any other provisions of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this Agreement on behalf of the parties they represent.
20. During the term of this Agreement and/or for a period of 24 (twenty four) months after its Termination, neither parties shall solicit in anyway the services and/or offer to employ any of the personnel of the other party and/or Affiliates with whom either party has had dealings and/or became acquainted by reason of or in connection with this Agreement
21. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first set forth above.

Signed on behalf of  
"Company 1"

Signed

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date: -- ---- yyyy**

**Date:-- ---- yyyy**