

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made and entered into as of (the "Effective Date"), by and between **"COMPANY NAMES"**, having its principal place of business at **"Address1"**, ("Company"), and **"Address 2"**

Collectively "Company2" and "Company1" would be referred to as "Parties" and individually as "Party".

The purpose of getting into this Non-Disclosure Agreement is to safeguard the confidentiality of information to be exchanged while jointly exploring business opportunities ("Purpose").

The parties agree to the following -:

1. **Definition.** "Confidential Information" means any and all documents, materials or information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") which (i) is in tangible, visual, or electronic form and clearly marked as proprietary or confidential, (ii) is communicated orally, and confirmed in writing to be confidential or proprietary, or (iii) is in tangible, visual, or electronic form but not marked as proprietary or confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the Disclosing Party makes available to others without restrictions; (b) the Receiving Party rightfully receives from a third party (as can be demonstrated by its written records) which has disclosed such information without any obligation itself to maintain the confidentiality of such information; (c) the Receiving Party has or knows of prior to first receiving the Confidential Information; (d) the Receiving Party has independently developed without use of or reference to the Confidential Information; or (e) the Receiving Party is compelled to disclose by law or pursuant to an order or requirement of a court, administrative agency, or other governmental body, without restrictions on subsequent use or disclosure; provided that the Receiving Party notifies the Disclosing Party promptly upon receipt of such order or requirement and in any event prior to such disclosure (unless such notification would be unlawful) to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

2. **Permitted Use of Confidential Information.** The Receiving Party may use the Confidential Information solely for the purpose for which the Disclosing Party provided the Confidential Information. Notwithstanding the foregoing, either party may provide Feedback to the other party. Absent a separate agreement or unless otherwise expressly provided in writing at the time Feedback is given, the party receiving the Feedback will be free to disclose and use Feedback as it sees fit and, notwithstanding anything to the contrary, without any obligation whatsoever to the other party. As used in this Section 2, "Feedback" means suggestions, comments or other feedback provided by the Receiving Party with respect to the Disclosing Party's Confidential Information.

3. **Obligations of the Receiving Party.** The Receiving Party will (i) keep all Confidential Information of the Disclosing Party strictly confidential; (ii) not disclose Confidential Information to any third party; (iii) use Confidential Information only for the Purpose; (iv) limit the disclosure of the Confidential Information only to its employees, partners and directors who have a need to know, provided that the Receiving Party shall ensure that each of those persons to whom Confidential Information is to be disclosed is made aware of, and shall procure that such persons adhere to, the terms of this Agreement as if it were a party to it; and (v) use the same degree of care to prevent disclosure or use of the Confidential Information for other than the Purpose that it would use for its own Confidential Information (but in no case with less than a reasonable degree of care). The obligations set forth in this Section 3 survive the termination or expiration of this Agreement.

4. **Term, Termination, etc.**

4.1. The term of this Agreement is 1 (one) year from the Effective Date, unless earlier terminated by either party in accordance with Section 4.2.

4.2. Either party may terminate this Agreement for no reason or any reason, by providing the other party written notice of the election to terminate, and the effective date of such termination. Either party may terminate this Agreement for cause immediately upon written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach; provided, however, that no cure period is required if, in the terminating party's reasonable judgment, a cure within the 30 day cure period would be impossible or commercially impracticable.

4.3. Upon the termination or expiration of this Agreement, the Receiving Party will, at the Disclosing Party's option, destroy or promptly return to the Disclosing Party all materials containing any of the Disclosing Party's Confidential Information. The Receiving Party will certify its compliance with this provision at the Disclosing Party's request.

5. Warranties. All Confidential Information is provided "AS IS." **Neither party makes any warranty as to the accuracy or completeness of its Confidential Information, or any other warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.**

6. Liability. **Except for the Receiving Party's liability to the Disclosing Party for a breach of Section 3, and notwithstanding anything else in this Agreement or otherwise, neither party will be liable to the other with respect to any subject matter of this Agreement under any contract, negligence, strict liability, or other legal or equitable theory for any special, indirect, consequential, incidental, or exemplary damages, including without limitation, damages for loss of business, profits, business interruptions, or loss of information, even if a party has been advised of the possibility of such damages. This section does not limit a party's liability for bodily injury of a person, death, or physical damage to tangible property.**

7. No Licenses. No license to the Receiving Party, under any patent, trademark, copyright, or any other intellectual property right of the Disclosing Party, is either granted or implied by the disclosure of Confidential Information to the Receiving Party. Each party's Confidential Information shall remain the exclusive property of that party.

8. General.

8.1. Notices. All notices required under this Agreement shall be deemed effective when made in writing and as of the date received when delivered by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention of:

In the case of "Company 1":

Name:

Address:

In the case of "Company 2":

Name:

Address:

8.2. Governing Law, Venue, etc. This Agreement shall be governed and construed in accordance with the laws of India. The Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of Chennai only. Each party acknowledges that disclosure or use of the Confidential Information in breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or are an inadequate remedy. Therefore, the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement. In any such action the Receiving Party agrees (i) not to raise any defense that the Disclosing Party has an adequate remedy at law; (ii) that irreparable harm would result from disclosure or use of the Confidential Information in breach of this Agreement; and (iii) that the Disclosing Party shall not be required to post a bond if otherwise required to do so by the court. The prevailing party in any action in law or equity brought as a result of the breach of this Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

8.3. Assignment. A party may not assign or transfer this Agreement without the other party's express written approval, which approval the other party will not unreasonably withhold. Any attempted assignment in violation of this Section 8.3 will be null and void.

8.4. Severability. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, that provision will be enforced to the fullest extent possible in accordance with the parties' intent as of the Effective Date, and without effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

8.5. Survival. Sections 2, 3, 4.3, 5, 6, 7, 8.2, 8.4 and 8.5 will survive the termination or expiration of this Agreement.

8.6. Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the parties, whether oral or written with respect to the subject matter of this Agreement

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as set forth below.

Company 2

By: _____

Name:

Title:

Date: _____

Company 1

By: _____

Name:

Title:

Date: