

NON DISCLOSURE AGREEMENT

This Confidentiality Agreement is made by and between **KANINI** ("Prospect") and _____ ("Interested Party") as of _____. Interested Party shall include employees, agents and others to which Interested Party discloses information obtained under this Agreement.

1. General Information.

Interested Party has requested access to certain confidential and proprietary information of Prospect in order to evaluate a possible strategic relationship with Prospect. Except to the extent that any of such information is at the time of disclosure in the public domain, or thereafter enters the public domain through no fault of Interested Party, or was in interested or which is made available to Interested party by Prospect is hereinafter referred to as the "information" and is subject to Interested Party's agreements as set forth herein. As a condition to Prospect making such information available to Interested Party, Prospect requires that Interested Party agrees, as set forth below, to treat such Information confidentially, whether such disclosure has occurred before or after the date of this Agreement.

2. Property Ownership and Confidentiality.

- a. Interested Party acknowledges that Prospect is the sole and exclusive owner of the Information and the Information will be maintained by it in confidence thereafter and shall not be used or disclosed for any purpose other than as contemplated in Section 1; provided, however, that Interested Party may disclose such information to such of its representatives as who may have a need to know for the purposes described in Section 1 : General Information. All representatives will be advised of Interested Party's obligations under this Agreement. Interested party will take all reasonable precaution to safeguard the confidential nature of the foregoing Information and will make no other use of it without obtaining the prior written approval of Prospect.
- b. Interested party agree not to disclose, share, divulge or otherwise disseminate any information, documentation or other property of KANINI, its officers, employees, staff, patients, clients, vendors, representatives, agents, or assigns, or its methods, pricing, intellectual property, or any other confidential and/or proprietary information such as trade secrets, trademarks, service marks, trade names, patents, copyrights or other information or products developed, in part or whole, during his employment with KANINI.

- c. Interested party agrees to maintain the confidentiality set forth in this confidentiality agreement. Interested party also agrees to keep this Agreement confidential and not to disclose it to anyone except, if Interested party chose, to an attorney to advise about it.
- d. Interested party agrees not to directly or indirectly perform or solicit the performance of service which are similar to or competitive with services of the type performed or offered by KANINI to any client of KANINI or any current client prospect of KANINI during and after employment with KANINI.
- e. Interested party agrees not to solicit or hire, directly or indirectly, any employee, officer, agent or representative of KANINI during and after employment with KANINI.
- f. Interested party agrees not to make any statement, written or oral, that disparages, criticizes, defames or slanders KANINI or any of its employees, officers, staff, contractors, agents, assigns, representatives, services, products or practices during and after employment with KANINI.
- g. Interested party agrees that he will immediately disclose to KANINI all ideas, inventions and business plans he makes, conceive of, discover or develop during the course of employment with KANINI.

3. Inapplicability of Restrictions.

The foregoing restrictions and obligations imposed upon the Interested Party will not apply to any portion of the information which (I) is legally and rightfully in the Interested party's possession before the commencement of the negotiations contemplated by the Agreement (ii) is, at the time of disclosure or thereafter, published or otherwise becomes generally available to the public through no fault or omission of the Interested Party; (iii) is received from a third party, without, to the knowledge of the Interested party, breach of any obligation of disclosure; (iv) is independently developed in good faith and can be established by the Interested party as such; and (v) is required to be disclosed pursuant to a governmental unit or court by order by law, with prior written notice thereof to Prospect.

4. No Public Disclosure.

Each party agrees that, without the express prior written consent of the other, no public disclosure of the existence or status of the transactions contemplated by this Agreement shall be made by it and each party shall hold the existence of the Agreement in strict confidence.

5. Effective Date and Termination.

This Agreement is binding upon the parties hereto and their successors, assignees or representatives. Any termination of discussion between the parties shall not relieve Interested Party or its representatives of any obligations herein incurred prior to the date of such termination or to be performed subsequent to the date of such termination. Upon termination of negotiations for any reason, Interested Party and its representatives shall promptly return to Prospect all Information, including copies thereof, and destroy any notes, compilations, analysis or other material which incorporates or refers to such Information. This Agreement shall automatically terminate (5) years from the date set forth above.

Interested party agrees that any dispute arising out of this Agreement shall be settled by binding arbitration to be held in TamilNadu, Chennai. The arbitration decision shall be final and binding on the parties.

In the event that any part of this Agreement is declared to be unenforceable or void the remainder of the Agreement shall continue in full force without that part.

INTERESTED PARTY DECLARES THAT HE HAS READ AND UNDERSTOOD THIS AGREEMENT AND REALIZES THAT IT DEALS WITH HIS LEGAL RIGHTS. INTERSTED PARTY UNDERSTANDS THAT HE MAY CONSULT WITH AN ATTORNEY. INTERESTED PARTY AGREES THAT HE HAS BEEN GIVEN ADEQUATE OPPORTUNITY TO REVIEW THIS AGREEMENT. INTERESTED PARTY ACKNOWLEDGES THAT HE IS SIGNING THIS AGREEMENT VOLUNTARILY AND ACCEPT TO JOIN KANINI TODAY ____ DAY OF ____.

Interested Party:

Prospect:

By:

By:

For: KANINI Software Solutions

Name:

Name: Srinivasan Karunakaran

Title:

Title: Chief Operating Officer