



XrmForYou

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MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the 24th day of APRIL 2020, by and between XRMFORYOU CONSULTING PRIVATE LIMITED. ("XrmForYou") who is identified as Service Provider and _____ ("_____") identified as Service Recipient and collectively as "Parties").

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the following terms and conditions shall apply when Service Recipient (the "Discloser") discloses "Confidential Information" to the other (the "Recipient") in connection with or during the course of their business negotiations and dealings regarding a potential transaction between the parties (a "Transaction"):

1. **DEFINITION OF "CONFIDENTIAL INFORMATION"** As used in this Agreement, the term "Confidential Information" means all information, if in writing marked or legended as confidential or any digital recordings proprietary and if orally disclosed, identified as confidential or proprietary at the time of disclosure and confirmed as such in writing within thirty (30) days after disclosure, relating to or used in the Discloser's business, including, but not limited to, all data, reports, specifications, formulae, proposals, studies, recordings, materials, business plans and analyses, computer source and object code and related technical information and documentation, financial information and projections, personnel information, information about marketing and sales, products or pricing, customers or potential customers, vendors or potential vendors, information systems and other technology used in the Discloser's business, third-party software, and any information supplied to the Discloser by a third-party in confidence. The foregoing notwithstanding, the term "Confidential Information" does not include and neither party shall have any obligation of confidentiality with respect to information that:

- was publicly available at the time it was disclosed to the Recipient or which, through no act or omission of the Recipient, becomes publicly available before the Recipient discloses it to a third-party;
- The Recipient already rightfully possessed, without obligation of confidentiality, before the Discloser disclosed it to the Recipient;
- The Recipient rightfully receives without obligation of confidentiality from any unrelated third-party; or
- The Recipient develops independently without reliance upon or use of the Confidential Information.

2. **OBLIGATION OF CONFIDENTIALITY.** The Recipient shall not disclose Confidential Information to any of its officers, directors, employees, contractors or agents or to any third-party without the Discloser's written consent, except that the Recipient may disclose such information to its officers, directors, employees, contractors, and agents:

- whose duties justify their need to know such Confidential Information;
- who have been clearly informed of their obligation to maintain the confidential status of such Confidential Information; and
- in the case of those who are not officers, directors or employees of the Recipient, who have signed a non-disclosure agreement containing restrictions, terms and conditions that are at least as restrictive as those set forth herein.

The foregoing notwithstanding, the Recipient may disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided the Recipient has given the Discloser prior written notice of such required disclosure and, to the extent reasonably possible, has given the Discloser an opportunity to contest such required disclosure at the Discloser's expense.

3. **PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient shall use the same care to prevent disclosure of the Discloser's Confidential Information as the Recipient uses with respect to its own Confidential Information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances.

4. **PERMITTED USE OF CONFIDENTIAL INFORMATION.** The Recipient may only use Confidential Information for the purposes of evaluating, negotiating and/or consummating a Transaction, and only as expressly permitted by the terms and conditions of this Agreement.

5. **RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Discloser, the Recipient shall cease using and promptly return to the Discloser all

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copies of any Confidential Information then in the Recipient's possession or under the Recipient's control. Upon the written request of the Discloser, the Recipient shall certify in writing that the Recipient has complied with the obligations set forth in this paragraph.

6. **CONFIDENTIALITY PERIOD.** Confidential Information disclosed pursuant to this Agreement shall continue to be subject to the terms of this Agreement for five (5) years (the "Confidentiality Period") following its disclosure to the Recipient.

7. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** The Service Provider shall retain all right, title and interest in and to its own Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant the Recipient any license or other intellectual property right over any kind of material digital or in writing provided during the service.

8. **INJUNCTIVE RELIEF.** Each Party acknowledges that the Confidential Information of the other constitutes the valuable trade secrets of that Party and that any use or disclosure by the Recipient of such Confidential Information in a manner not authorized by this Agreement would cause irreparable harm to the Discloser that could not be fully remedied by monetary damages. Each Party therefore agrees that the other Party may specifically enforce this Agreement and shall be entitled, in addition to any other remedies available to it at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorized use or disclosure without the necessity of proving actual or irreparable damage by reason of any such unauthorized use or disclosure.

9. **TERMINATION.** Either Party may terminate this Agreement by providing one month's written notice to the other Party. Any provisions of this Agreement which by their nature extend beyond its termination, including without limitation, the provisions of Section 6, shall survive and remain in effect with respect to disclosures made before the date of termination and shall apply to both Parties' successors and assigns.

10. **GENERAL.** No amendment to this Agreement shall be binding upon the Parties unless it is in writing and executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and lawful assigns. The laws of the Commonwealth of Massachusetts shall govern this Agreement. The failure of either Party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either Party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the Parties with respect to such subject matter.

SERVICE PROVIDER: XRMFORYOU CONSULTING PRIVATE LIMITED.


For XRMFORYOU CONSULTING PRIVATE LIMITED

By: SAKTHIVADIVEL KUPPUSAMY

Its: DIRECTOR

Date: 24-APRIL-2020

Director

SERVICE RECIPIENT: _____

By: _____

Its: _____

Date: _____