

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (this "Agreement") is made effective as of **JOINING DATE** (the "Effective Date"), by and between CXOsync Pvt. Ltd. (the "Employer"), and **NAME** (the "Employee")

The Employer is engaged in the organization and execution of business intelligence events. The Employee will be residing in the **Name of department**. Information will be disclosed to the employee to assist him/her with the acquisition of clients for CXOsync events. The Employer has requested that the Employee will protect the confidential material and information which may be disclosed between the Employer and the Employee. Therefore, the parties agree as follows.

I. CONFIDENTIAL INFORMATION: The term "Confidential Information" means any information or material which is proprietary to the Employer, whether or not owned or developed by the Employer, which is not generally known other than by the Employer, and which the Employee may obtain through any direct or indirect contact with the Employer.

A. "Confidential Information" includes without limitation:

- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- product design information
- pricing structure
- discounts
- costs
- computer programs and listings
- source code and/or object code
- copyrights and other intellectual property and other proprietary information.

B. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by the Employer;
- information rightfully received by the Employee from a third party without a duty of confidentiality;
- information independently developed by the Employee;
- information disclosed by operation of law;
- information disclosed by the Employee with the prior written consent of the Employer; and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION: The Employee understands and acknowledges that the Confidential Information has been developed or obtained by the Employer by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Employer

which provides the Employer with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Employee of the Confidential Information, the Employee agrees as follows:

A. No Disclosure. The Employee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Employer.

B. No Copying/Modifying. The Employee will not copy or modify any Confidential Information without the prior written consent of the Employer.

C. Unauthorized Use. The Employee shall promptly advise the Employer if the Employee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

D. Application to Employees. The Employee shall not disclose any Confidential Information to any employees

of the Employer, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non disclosure agreement substantially the same as this Agreement at the request of the Employer.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION - INJUNCTION: If it appears that the Employee has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Employer shall be entitled to an injunction to restrain the Employee from disclosing the Confidential Information in whole or in part. The Employer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION: Upon the written request of the Employer, the Recipient shall return to the Employer all written materials containing the Confidential Information. The Employee shall also deliver to the Employer written statements signed by the Employee certifying that all materials have been returned within five (5) days of receipt of the request.

V. RELATIONSHIP OF PARTIES: Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

VI. NO WARRANTY: The Employee acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE EMPLOYER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE EMPLOYER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Employer does not represent or warrant that any product or business plans disclosed to the Employee will be marketed or carried out as disclosed, or at all. Any

actions taken by the Employee in response to the disclosure of the Confidential Information shall be solely at the risk of the Employee.

VII. LIMITED LICENSE TO USE: The Employee shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Employee acknowledges that, as between the Employer and the Employee, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Employer, even if suggestions, comments, and/or ideas made by the Employee are incorporated into the Confidential Information or related materials during the period of this Agreement.

VIII. INDEMNITY: Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorneys fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty under this Agreement.

IX. ATTORNEY FEES: In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

X. GENERAL PROVISIONS: This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Proprietary Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either party. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times after the effective date of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

IN WITNESS WHEREOF, this Non-disclosure Agreement by and between CXOsync Pvt. Ltd. and **NAME** has been executed and delivered in the manner prescribed by law as of the date first written above.

Aliasgar Hajariwala,

**Managing Director
CXOsync Pvt. Ltd.**

Recipient:

Name of Employee

By: _____

