NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the “Agreement”) is effective as of [\_\_\_\_\_\_\_\_\_\_\_\_\_\_] 2015 by and between:

1. Sunjewels Private Limited, a company incorporated under the Companies Act, 1956 in India and having its registered office at Unit No. 116 SDF-IV, Seepz, Andheri (East) Mumbai India, 400093 on behalf of itself and all other entities in the group, including associates, and entities with promoters which include any member of the Nevatia family, (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns); and
2. [\_\_\_\_\_], a [\_\_\_\_\_\_] incorporated under the [\_\_\_\_\_\_\_] in [\_\_\_\_] and having its registered office at [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter referred to as the “**Counterparty**”, which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns).
3. **Purpose**. The Company and Counterparty wish to explore a possible business opportunity of mutual interest (the “Relationship”) in connection with which Company has disclosed and/or may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to continue to discuss and evaluate the Relationship while protecting the Company’s Confidential Information (including Confidential Information previously disclosed to the Counterparty) against unauthorized use or disclosure.
4. **Definition of Confidential Information**. “Confidential Information” means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, concepts, mechanism, developments, inventions, intellectual property, information, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers/clients, marketing or finances of (a) the Company; (b) the customers/clients of the Company; (c) personnel, management, employees, consultants, partners and contractors of the Company; and (d) any and all third-parties having contractual or other obligations to and with the Company.
5. **Nondisclosure of Confidential Information**
   1. The Counterparty agrees not to use any Confidential Information disclosed to it by the Company for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. The Counterparty shall not disclose or permit disclosure of any Confidential Information to third parties or to employees of Counterparty, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions regarding the Relationship. The Counterparty has had or will have its directors, officers, employees, consultants and agents who have access to Confidential Information sign a nondisclosure agreement in content substantially similar to this Agreement. The Counterparty agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Counterparty utilizes to protect its own confidential information of a similar nature, which shall be no less than prudent-care. The Counterparty agrees to notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to the Counterparty’s attention.
   2. Confidential Information is required to be disclosed pursuant to the notice or order of a court, administrative agency, or other governmental body (“Official Notice”) issued to or received by the Counterparty; the Counterparty shall provide notice of such Official Notice to the Company immediately, and on the same day as receipt of such Official notice, to enable the Company to seek a protective order or otherwise prevent or restrict such disclosure.
6. **Return of Materials**. Any materials or documents that have been furnished by the Company to the Counterparty in connection with the Relationship shall be promptly returned by the Counterparty, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of the Company. The Counterparty shall also delete all electronic communication materials or documents from its servers, user accounts of its directors, officers, employees, consultants and agents who have had access to any Confidential Information of the Company within ten (10) days after (a) the Relationship has been rejected or concluded or (b) the written request of the Company.
7. **No Rights Granted**. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant the Counterparty any rights in or to the Company’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship.
8. **Term**. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) ten (10) years following the date of this Agreement or (b) ten (10) years from the date on which Confidential Information is last disclosed under this Agreement.
9. **Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the Company may not be assigned without the prior written consent of the Company. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
10. **Severability**. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.
11. **Independent Contractors**. The Company and Counterparty are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Company and Counterparty as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
12. **No Publicity.** The Counterparty shall not, without the prior consent of the Company, disclose to any other person the fact that Confidential Information has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the Company and Counterparty, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.
13. **Governing Law; Jurisdiction**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of India**,** without giving effect to principles of conflicts of law. If friendly efforts to resolve any differences between the Company and Counterparty fail, as determined by the Company, such dispute shall be resolved by binding arbitration under the Arbitration and Conciliation Act, 1996 of India. The Company and Counterparty shall jointly appoint a single arbitrator within one week of receipt of a notice to initiate arbitration from either party, failing which the Company shall have the sole right to appoint an independent arbitrator at its discretion. The venue of the arbitration shall be in Mumbai and proceedings shall be conducted in English. Either party shall be responsible for each of their legal expenses and costs, and shall jointly share the expenses of the arbitrator(s).
14. **Remedies; Indemnification**. The Counterparty agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and its business. The Counterparty expressly agrees that due to the unique nature of the Company’s Confidential Information, monetary damages would be inadequate to compensate the Company for any breach by the Counterparty of its covenants and agreements set forth in this Agreement. Accordingly, the Counterparty agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Counterparty, without the necessity of proving actual damages, and (b) to be indemnified by the Counterparty from any loss or harm, including but not limited to lawyer’s fees, arising out of or in connection with any breach or enforcement of the Counterparty’s obligations under this Agreement or the unauthorized use or disclosure of the Company’s Confidential Information.
15. **Amendment and Waiver**. Any term of this Agreement may only be amended with the written consent of the Company. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.
16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
17. **Notices.** Any notice sent by either party to the other under this Agreement, shall be sent by courier or registered A.D. (with delivery confirmation receipt requested to confirm actual delivery) to the address of the party set out below. The address provided by each party below, shall be (a) the official or registered office address of such party, if such party is an incorporated entity, or (b) the permanent residential address of such party, if such party is an individual. The date a notice shall be considered to have been delivered to a party shall be the earlier of (a) the date of actual delivery to the party as confirmed by the courier or (b) the date recorded on the delivery confirmation receipt provided by the postal services when sent by registered A.D. Notwithstanding anything contained in this Agreement, if the Counterparty refuses delivery of a written notice, a notice sent via fax or email will be considered to have been delivered on the date it was sent by the Company to the Counterparty. It shall be the duty of either party to notify the other of any change in its address, failing which, a notice delivered to the address set out below shall suffice to be considered a notice under this section.
18. **Entire Agreement**. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Unless otherwise agreed on by both parties in writing, any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto, being duly authorised, have executed this Agreement in duplicate, one original for each party.

**SUNJEWELS PRIVATE LIMITED [\_\_\_\_\_\_\_\_\_\_\_\_\_]**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_