

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (this “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) between **Bombay Play Private Limited** (“**Company**”) and _____ (“**Recipient**”), which term shall unless repugnant to the context thereof shall mean and include its successors in interest and assigns). The parties hereby agree:

1. **Purpose.** The Company agrees to disclose to Recipient certain confidential technical and business information that Company and Recipient agree to treat the same as confidential.
2. **Confidentiality.**
 - (a) “**Confidential Information**” means any information directly disclosed to Recipient by Company, either in writing, electronic form, orally, or visually, provided however, that (i) all information furnished in writing or in electronic form is clearly marked “Confidential” and (ii) information disclosed orally or visually shall be considered Confidential Information only if such information is summarized in reasonable detail and confirmed as being Confidential Information in writing within 10 days after the initial disclosure. Confidential Information shall not, however, include any information that
 - (i) becomes publicly known or generally available in the public domain after the time of disclosure to Recipient by Company,
 - (ii) was publicly known or generally available in the public domain prior to the time of disclosure to Recipient by Company, (iii) is obtained by the Recipient or Recipient’s Entities (defined below) from a third party in possession of such information, (iv) was received by Recipient from Company prior to the Effective Date of this Agreement; (v) was known to Recipient or Recipient’s Entities prior to the time of disclosure to Recipient by Company; or (vi) is independently developed by Recipient or Recipient’s Entities.
 - (b) Recipient may disclose Confidential Information (i) to its representatives, attorneys, accountants, consultants, other professionals and to such persons as necessary solely in connection with a possible business opportunity for the Company or (ii) as may otherwise be required by law or in the course of a legal, regulatory or administrative proceeding or hearing.
3. **Non-disclosure.** Except as set forth herein, Recipient agrees not to disclose any Confidential Information to a third party. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to Recipient hereunder.
4. **No Obligation.** Nothing herein shall obligate either party to proceed with any business transaction, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning any possible business opportunities for the Company.
5. **Term.** This Agreement shall survive until the earlier of (i) such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no breach by Recipient of its obligations hereunder; (ii) twelve (12) months after the Effective Date of this Agreement;
 - (iii) the date that Recipient or Recipient’s Entities sign a definitive agreement with the Company with respect to an investment; or (iv) the thirtieth day after the date that a party provides the other party with a written notice to terminate this Agreement.
6. **Arbitration.** This Agreement shall be governed by and interpreted in accordance with the laws of India. In the event of any dispute(s) or differences arising between the parties in relation to this agreement, such dispute shall be referred to mandatory arbitration proceedings. The parties unequivocally and unanimously agree that they shall nominate a common arbitrator, if agreed upon, otherwise each party shall nominate its arbitrator and the two appointed arbitrators shall appoint a third umpire thus making a panel of three arbitrators for conducting all arbitration proceedings in respect of each and every dispute arising out of any aspect relating to this Agreement. The said arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of arbitration shall be Bangalore, India. The arbitration award given by the arbitrators shall be final and binding on both the parties and any parties claiming under them. At the discretion of the prevailing party the arbitration award may be entered in any court that has jurisdiction thereof. During the conduct of arbitration proceedings, the parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the arbitration shall be borne by such party in the manner awarded by the arbitration panel. The language of the arbitration shall be English.
7. **Residuals.** Notwithstanding anything to the contrary in this Agreement, Recipient will have the right to use and exploit Residuals without limitation. As used herein, “**Residuals**” means ideas, information and understandings that are retained in the memory of Recipient or its representatives or Recipient’s Entities or their representatives as a result of their review of the Confidential Information. The foregoing shall not, however, operate to grant Recipient any rights under any patents or copyrights of the Company.
8. **Miscellaneous.**
 - (a) Company acknowledges that certain entities to which Recipient provides advisory services (such entities are hereby referred to as “**Recipient’s Entities**”) are engaged in the business of private equity investing and may from time to time invest in entities that develop and utilize technologies, products or services that are similar to or competitive with those of Company, (b) except insofar as this agreement restricts the use and disclosure of the information conveyed to the Recipient and its representatives, this agreement shall not prevent Recipient or Recipient’s Entities from (i) engaging in or operating any business, (ii) entering into any agreement or business relationship with any third party, or (iii) evaluating or engaging in investment discussions with, or investing in, any third party, whether or not competitive with Company or its affiliates. Involvement in any of the activities described in

clause (b) of the preceding sentence shall not serve as the basis for any presumption of disclosure in breach of this agreement.

(b) This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This document contains the entire agreement between the parties

with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

COMPANY

By: _____

Name: _____

Title: _____

RECIPIENT

Signature: *mohit singh Negi*

Name: Mohit Singh Negi