

## Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement ("Agreement") is entered into, as of \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_, with principal address \_\_\_\_\_ ("disclosing Party"), and Tekki Web Solutions Pvt. Ltd. with its principal address #45-46, 1st Floor, Star Enclave, Ludhiana India, ("receiving Party").

The Parties may disclose to each other certain proprietary or confidential information for the purpose of evaluating doing business with each other. Such information, which may be written, electronic, verbal and/or visual in nature, is referred to in this Agreement as "Confidential Information." Confidential Information may include, but is not limited to, information regarding the disclosing Party's potential product and/or services offerings including, but not limited to, disclosing Party's future plans and pricing. Confidential Information also includes all technical and non-technical information including patent, copyright, trade secret, and other proprietary information.

Both Parties agree as follows:

- All Confidential Information disclosed by the disclosing Party, and received by the receiving Party, shall be held in strict confidence and used solely for evaluation purposes. The receiving Party shall hold Confidential Information in confidence, and shall not disclose any Confidential Information to anyone, inside or outside of the receiving Party, except those employees, directors, contractors or affiliates (and their respective employees) of the receiving Party who have a need to know the Confidential Information to effect the use permitted hereby, and where such individuals are bound by confidentiality provisions substantially similar to those contained herein. Each Party shall treat all Confidential Information with the same degree of care as the Party according to its own Confidential Information, but in no case less than reasonable care. Upon the disclosing Party's request, the receiving Party shall promptly return all written, electronic and documentary Confidential Information to the disclosing Party.
- No license to any patent, trademark, copyright or other proprietary rights is granted hereby. The receiving Party's use of Confidential Information shall be limited to evaluation and all Confidential Information shall remain the property of the disclosing Party unless otherwise agreed in writing by an authorized representative of both Parties.
- All information disclosed or made available to the receiving Party by the disclosing Party shall be deemed to be Confidential Information, unless otherwise agreed in writing by the disclosing Party, except that the obligations of this Agreement shall not apply to information which:
  - becomes publicly known through no fault of the receiving Party;
  - or
  - was or becomes rightfully known to the receiving Party without confidential or proprietary information restriction from a source other than the disclosing Party;

or

- is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of the disclosing Party;

or

- is independently developed by the receiving Party without use of the Confidential Information;

or

- is required to be disclosed under operation of law, by court order, or governmental regulation and the receiving Party provides prompt written notice to the disclosing Party of such disclosure requirement.

- It is understood by both Parties that the Confidential Information may relate to products or services that are under development or planned for development. NEITHER PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF THE CONFIDENTIAL INFORMATION. Neither Party accepts any responsibility for expenses, losses or action incurred or undertaken by the receiving Party as a result of the receipt of the Confidential Information. It is further understood that neither Party warrants or represents that it will introduce any product or service to which the Confidential Information is related, and that each Party reserves the right at any time to alter its plans and strategies, and the prices, features, specifications, capabilities, functions, release dates, general availability, and other characteristics of any such product or service.
- This Agreement shall be governed by and construed in accordance with the laws of country, \_\_\_\_\_. A breach of this Agreement by either Party will result in irreparable and continuing damage to the other Party for which there will be no adequate remedy at law, and the nonbreaching Party shall be entitled to injunctive relief and/or decree for specific performance and such other relief as may be proper. In the event of any dispute between the Parties, any dispute resolution process, including but not limited to arbitration, mediation or litigation, shall take place in, and the parties hereby submit and consent to jurisdiction of country , \_\_\_\_\_.
- This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter of this Agreement and supersedes all previous communications, either written or oral, with respect to the obligations of confidentiality of the subject matter hereof. Any modification to this Agreement must be made in writing and signed by an authorized representative of both Parties.
- Neither Party to this Agreement may assign or transfer any of the rights granted hereunder without the prior written consent of the other Party. This Agreement covers only Confidential Information that is disclosed between the Effective Date and twenty four (24) months thereafter. Each Party's obligations regarding Confidential Information expire three (3) years after the date of disclosure.

**By:**

**Print Name:**

**By:**

**Print Name: Sarbjit Singh Grewal**

**Designation : CEO /Director**