**MUTUAL NON-DISCLOSURE AGREEMENT (MNDA)**

This Non-Disclosure Agreement (hereinafter “Agreement”) is effective as of {effectiveDate} by and between Apptware Solutions LLP, a company having its registered office at 910, Maruti Millenium Tower, NH4, Baner, Pune, Maharashtra, India - 411045 (“Apptware”) and {companyFullName} having its office at {companyAddress} ({companyFirstName}).

Apptware and {companyFullName} are individually referred to as ‘Party’ and collectively as ‘Parties’.

The Party disclosing Confidential Information under this Agreement shall be referred to as Disclosing Party and the Party receiving Confidential Information shall be referred to as Receiving Party.

1. Purpose: Whereas, the Parties wish to explore possible business opportunities, during which either Party will be required to disclose certain confidential Information to the other.

2. Confidential Information and Exclusions: Confidential Information shall mean and include (a) any information received by the Receiving Party which is identified by Disclosing Party as confidential; (b) all information including product concepts developed by any party or parties, documents, business plans, source code, software, technical, financial, marketing, customer, business information, specifications, analysis, designs, drawings, data, computer programs, any information relating to personnel or affiliates of a Party, disclosed by Disclosing Party whether orally or as embodied in tangible materials. Confidential Information shall however exclude any information which a) is in the public domain; (b) was known to the Party of such disclosure or becomes known to the Party without breach of any confidentiality agreement; (c) is independently developed by the Party without use of Confidential Information disclosed herein; (d) is disclosed pursuant judicial order or requirement of the governmental agency or by operation of law, provided that the Receiving Party shall give the Disclosing Party ten (10) days prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.

3. Confidentiality Obligations: The Receiving Party shall maintain confidentiality and prevent disclosure of Confidential Information of the Disclosing party with at least the same degree of care as it uses to protect its own confidential information but in no event with less than reasonable care. The Receiving Party agrees not to disclose Confidential Information to any third parties and shall restrict disclosure of Confidential Information only to a limited group of Recipient's directors, concerned officers, employees, attorneys, subcontractors or professional advisors who need to have access to the Confidential Information and each of whom shall be informed by Receiving Party of the confidential nature of Confidential Information and agree to observe the same terms and conditions set forth herein as if specifically named a Party hereto. The Receiving Party shall not use the Confidential Information in any way to create a derivative work out of it or reverse engineer or use it for any commercial purpose or for any purpose detrimental to the Disclosing Party. The Receiving Party shall not make copies of Confidential Information unless the same is reasonably necessary. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support the Disclosing Party in taking necessary remedial action.

4. Non-solicit: Parties agree that they shall not, directly or indirectly, interfere with, or seek to interfere with (i) the relationship between another Party and any of the other Party’s customers. Party shall not, directly or indirectly, hire, contract with, induce or attempt to influence, any individual or entity who is an employee, contractor, customer agent or representative of another Party to terminate or otherwise impair his/her or its relationship with the other Party.

5. No Warranty: All Confidential Information is provided ‘as is.’ Neither Party makes any warranty, express, implied or otherwise, regarding its accuracy, completeness or performance.

6. No License: Each Party recognizes that nothing in this Agreement is construed as granting it any proprietary rights, by license or otherwise, to any Confidential Information or to any intellectual property rights based on such Confidential Information.

7. Return: Upon return request of the Disclosing Party the Receiving Party shall promptly return all Confidential Information and all copies thereof.

8. Term: The term of this Agreement shall be one (1) year from the Effective Date. The obligations stated in this Agreement shall survive for 2 (two) years post termination by 10 days’ written notice or expiry of the Agreement.

9. This Non-Disclosure Agreement shall remain in effect at all times whereby parties maintain a working relationship, and for 2 years following the last information exchange occurrence date thereafter.

10. Remedies: The Receiving Party agrees that any violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to other legal remedies.

11. Governing Law and Jurisdiction: This Agreement may be governed and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Pune, India.

12. Miscellaneous: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard and may not be amended or modified except by a writing signed by a duly authorized representative of the respective Parties. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be assigned or transferred except by mutual written consent of both Parties

**Company: Apptware Solutions LLP Client: {companyFullName}**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign:

**Name: Harish Rohokale Name: {clientName}**

**Title: Founder and CEO Title: {clientDesignation}**

**Date: {effectiveDate} Date: {effectiveDate}**