## GOOGLE CONFIDENTIAL: Candidate Non-Disclosure Agreement & Consent to Onsite Interview / Hangout Interview

In order to evaluate a potential employment opportunity (the "Purpose"), Google Inc., for itself and its subsidiaries and affiliates ("Google"), and the individual identified below hereby agree:

- 1. This agreement is effective as of the date signed below.
- 2. Google may disclose to the other party (the "Recipient") information pertaining to the Purpose that Google considers confidential ("Confidential Information").
- 3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with his/her legal counsel who are engaged by Recipient in discussions concerning the Purpose.
- 4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Google; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. Recipient may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to Google, unless a court orders that Google not be given notice.
- 5. Recipient agrees to participate in a video interview using Google Hangout. Recipient agrees not to make any recording of an interview or to disclose any questions asked during interview to any third party.
- Either party may terminate this agreement with thirty days prior written notice, but this agreement's provisions will survive as to Confidential Information that is disclosed before termination.
- 7. Unless the parties otherwise agree in writing, Recipient's duty to protect Confidential Information expires five years from disclosure.
- 8. This agreement imposes no obligation to proceed with any further discussions or enter into any employment agreement or other business transaction.
- Recipient acquires no intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
- 10. This agreement does not create any employment, agency or partnership relationship.
- 11. This agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of the provisions of this agreement will not constitute a waiver. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
- 12. This Agreement shall be governed by the laws of **India** and subject to the exclusive jurisdiction of courts in India.

ofyc	ani.	Ravi Ojha	1		Sign & Print name
#756, H-13, SVNIT	T, Ichchhanath,	Surat-395007	(M): +91	7567707431	Print Address & Telephone
January 9, 2015 (F	Friday)				Date

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