NON-DISCLOSURE AGREEMENT

This Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_ (hereinafter the “Effective Date”) between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_”) and**\_\_\_\_\_\_\_\_\_\_\_,** a Company incorporated under the Indian Companies Act, 1956 and having its registered office at (“\_\_\_\_\_\_\_\_”) (collectively, the “Parties” and each a “Party”).

The Party disclosing information is hereinafter referred to as the "Disclosing Party" and the party receiving the confidential information is hereinafter referred to as the "Recipient" or “Receiving Party”.

In consideration of the covenants contained herein, the Parties agree as follows:

**1. “Confidential Information”** shall mean any business, marketing, technical, scientific, financial, operational, commercial, staff and management related or other information disclosed in writing or which, at the time of disclosure, is designated as confidential (or like designation) and supplied by either party to the other, provided that (i) if communicated in writing or in any other tangible form, Confidential Information shall be conspicuously marked as “Confidential” or substantial equivalent thereof, at the time of disclosure to the Receiving Party, and (ii) if communicated orally or in any other intangible form, it shall be designated as “Confidential” or substantial equivalent thereof, at the time of disclosure and reduced to writing conspicuously marked as “Confidential” or substantial equivalent thereof, which writing shall be delivered to the Receiving Party within seven \_\_\_\_ days of such disclosure.

**2. Obligations:** The Recipient shall not disseminate or disclose in any way any Confidential Information to any third party and shall not make use of any Confidential Information except to the extent necessary to perform services/obligations under a separate agreement/arrangement entered into between the parties. Furthermore, the existence of any business negotiations, discussions, consultations or agreements in progress between the parties shall not be disclosed to any third party without written approval of both parties, except to such party’s legal, accounting or tax advisors in the normal course of business. Recipient shall treat and take precautions to keep in confidence all Confidential Information of Discloser with the same degree of care as it accords to its own Confidential Information, and in no event less than reasonable care. Recipient will promptly give notice to Discloser of any unauthorized use or disclosure of any Confidential Information of which Recipient becomes aware. Recipient will reasonably assist Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

**3. Exclusions:** Confidential information shall not include such materials or information, which : (a) is now or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available; (b) is known by Recipient prior to receiving such information from Discloser; (c) is hereafter rightfully furnished to Recipient by a third party, as a matter of right, without restriction on disclosure and without breach by any party of any confidentiality obligations; (d) is developed by Recipient, without breach of this Agreement, independently of and without reference to any Confidential Information; (e) is the subject of a written permission to disclose provided by Discloser; or (f) is required by law, government authority or court order or is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary and provided that Recipient shall time permitting, first have given notice to Discloser in order to allow Discloser reasonable opportunity to obtain a protective order with respect thereto.

**4.** **Ownership and return of Confidential Information**: All Confidential Information and any derivatives thereof, including without limitation all intellectual property rights therein, shall remain the property of Discloser and/or its Suppliers and no license or other rights is granted or implied hereby. Upon the earlier of termination of this Agreement or Discloser’s request, Recipient shall return all Confidential Information furnished by Discloser, together with any copies thereof.

**5. No Warranty**: All Confidential Information is provided “As Is” and without any warranty whatsoever, whether express, implied or otherwise.

**6. Term**: The obligations and undertakings contained in this agreement relating to Confidential Information shall commence on the Effective Date and shall not survive for a period more than three (3) years from the Effective Date.

**8. No Assignment**: Neither party shall transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of all or substantially all of its assets, so long as such surviving entity or purchaser shall expressly assume in writing the performance of all of the terms of this Agreement.

**9.** **Governing Law; Injunctive Relief**: This Agreement shall be governed and interpreted by the laws of India, without giving effect to its principles of conflicts of law and the parties to this agreement agree to submit to the arbitration to be held by sole arbitrator to be appointed by mutual consent. Arbitration proceedings shall held in English at Hyderabad, India in accordance with Arbitration and Conciliation Act, 1996. It is expressly agreed that a material breach of Section 2 (“Obligations”) by Recipient will cause irreparable harm to Discloser and that a remedy at law may be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to injunctive relief against Recipient in the event of any threatened or actual violation of such provision.

**10.** **Waiver; Severability**: If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be (i) modified to effectuate the intent of the parties, or, (ii) where such modification is not practicable, deemed eliminated, and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such modification or deletion. No waiver of any breach of this Agreement shall be effective unless in writing, nor shall any waiver of a breach constitute a waiver of any subsequent breach of any provision of this Agreement.

**11. Entire Agreement**: This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, proposals and communications between the parties, oral or written, regarding such subject matter. The section headings herein are included merely for convenience of reference, do not limit or affect any of the contents of this Agreement, and are not to be considered part of, or to be used in interpreting, this Agreement. This Agreement may be modified only by a written amendment or addendum executed by the parties.

This Nondisclosure Agreement is executed on behalf of each party by its duly authorized representative.

**AGREED TO AND ACCEPTED BY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

Title: Title:

Date: Date: