

NON-DISCLOSURE AGREEMENT

The Parties: This is an agreement between <Company Name with Address> and Aarav Infotech India Pvt. Ltd., referred to as "Aarav Infotech", a company incorporated under the laws of India, having its office at 1017, The Summit Business Bay, Opp PVR, Near WEH Metro, Andheri (East), Mumbai, Maharashtra - 400093, India concerning the confidentiality of information relating to the Company. References in this agreement to "The Client" mean all subsidiaries, affiliated companies, associated companies, and holding companies together with all and any successors in title and assignees of any of the above.

Proposed association of the parties: The Client wishes to employ, contract with, or enter into discussions in anticipation of employing or contracting with Aarav Infotech. The compensation for his/her employment or contract will be not only for his/her services but also for the confidential manner in which his/her services will be performed. The Client agrees that the standard prices published on Aaravinfotech.com or already quoted by Aarav Infotech Associates cannot be availed by The Client.

Recognition of a compelling need for confidentiality: Aarav Infotech realizes that the Client has a compelling need to maintain confidentiality, and further recognizes that his/her employment or contract with the Client, or his/her discussions with the Client for such employment or contract, will place him in a position of special trust and confidence with access to confidential information concerning the Client and its operations.

Consideration: For the reasons explained above, Aarav Infotech, as a precondition to his/her employment or contract with the Client, and in partial consideration, agrees and covenants with the Client as follows.

Aarav Infotech and the Client agree to:

- To work together in good faith to explore further business opportunities that are within the scope of this Agreement;
- To exchange ideas and technical information as may be appropriate;

Agreement to notify about a request: Aarav Infotech further agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain confidential or proprietary information or material relating to the Client within his/her custody or control, or within the custody or control of anyone operating on his/her behalf, he/she will notify the Client immediately and will cooperate fully in any legal action by the Client seeking protection against disclosure, on the understanding that the Client will bear the reasonable cost of attorney's fees and expenses incurred by him in connection with the action.

Agreement to assign interest: Aarav Infotech further agrees to assign to the Client, all right, title, and interest in any royalty or remuneration, or anything else of value, that he/she or anyone operating on his/her behalf may acquire as a result of any disclosure or use of information or material in breach of this Agree.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, BOTH THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

- A. "Confidential Information" shall, regardless of the form of disclosure, mean and include any and all non-public information disclosed by the Client to Aarav Infotech which should reasonably be understood as being confidential in the context of its disclosure (whether or not designated as "Confidential" or "Proprietary") and includes but not limited to website limitations, content inaccuracies, sales, and operating information, existing and potential business and marketing plans and strategies, financial information, cost, and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, client information, concepts, reports, methods, processes, techniques, operations, devices, and the like.
- B. Aarav Infotech shall maintain the confidentiality of all Confidential Information received from the Client and use the same only with regard to the purpose for which the information was disclosed by the Client. Aarav Infotech shall use the same care, prudence, and discretion to protect the Confidential Information from disclosure, dissemination, or publication as it uses for its own Confidential Information of similar nature, but in no event less than reasonable care.
- 1) Confidential Information shall not include information and data which:
- a) was already known to Aarav Infotech as evidenced by its written records dated prior to disclosure hereunder; or
 - b) is independently developed by Aarav Infotech having no access to, use of, or benefit from the Confidential Information of the Client; or
 - c) is required to be disclosed under an order or mandate by a court or a governmental authority, but only after promptly informing the Client of the requirement; or
 - d) is publicly known or which subsequently becomes publicly known through no fault of Aarav Infotech.
- 2) Aarav Infotech shall ensure that its employees and staff shall be exposed to the Confidential Information of the Client strictly on a "need to know" basis and such employees and staff shall be bound by written obligations of confidentiality and non-use with respect to the Confidential Information as prescribed in this agreement.

- 3) Nothing in this agreement shall be deemed by implication or otherwise to convey to Aarav Infotech, any rights or license over the Confidential Information of the Client.
- 4) Immediately upon termination of negotiations or of expiry of this agreement or written request of the Client, whichever is earlier, Aarav Infotech shall return to the Client, all data, information, processes, software, and any other documents in its possession, which contain any Confidential Information of the Client together with all copies thereof and shall erase the same from the permanent as well as temporary memory of its computers, CDs, pen drives and other storage devices.
- 5) This Agreement is intended to cover Confidential Information disclosed by the Parties both prior and subsequent to the execution of this Agreement. This Agreement shall be valid for a period of **1 (one) year from the date of this Agreement**. This Agreement may be terminated by either Party by giving thirty (30) days prior written notice. Upon expiry or termination of this Agreement, Aarav Infotech shall cease to use the Confidential Information of the Client.
- 6) This Agreement sets forth the full understanding of the Parties about the subject matter hereof and may be amended only by a document in writing executed by a duly authorized official of each Party hereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of the Parties.
- 7) The validity and interpretation of this Agreement and the legal relations of the Parties to it shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of Mumbai, Maharashtra, India.
- 8) This Agreement does not in any way oblige the Parties to enter into a relationship of any nature with the other Party or enter into any definitive agreement. Nothing contained herein shall be construed as a binding commitment between the Parties other than on the subject matter of this Agreement.
- 9) No warranties of any nature whatsoever are being provided by the Client herein concerning the Confidential Information including warranties of accuracy or completeness and in no event will either Party be liable for any direct or indirect, consequential, or special damages arising out of this Agreement or for the use of any Confidential Information provided hereunder.

- 10) All notices or other communications required to be given hereunder shall be in writing, in the English Language, and delivered either personally or by registered mail and shall be sent to the address mentioned in the Recitals to this Agreement or such other address as may have been notified in writing. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed or three days from the date of dispatch, whichever is earlier.
- 11) Each Party shall indemnify the other Party against any actions, claims, liability, costs, damages, charges, and expenses suffered or incurred in connection with or arising out of any breach by such Party of any of the provisions of this Agreement.
- 12) This Agreement may be executed in two (2) counterparts, each of which, when considered together, shall constitute one single Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement by their duly authorized representatives.

For Aarav Infotech India Pvt. Ltd.

For **<The Client>**

Name: _____

Name: _____

Designation: _____

Designation: _____

Mobile: _____

Mobile: _____

Email: _____

Email: _____

Date: _____

Date: _____