

NON-DISCLOSURE AGREEMENT

DATED: _____

BETWEEN:

- (1) **ALTIOREM CONSULTANCY PRIVATE LIMITED** incorporated and registered in India with a company identification number (CIN) **U74999MH2018PTC308001**, whose registered office is at **304, M-4, AVENUE "M", RUSTOMJEE EVERSHINE GLOBAL CITY, BEHIND YAZOO PARK, VIRAR (W), 401303, MAHARASHTRA, INDIA** (hereinafter "ACPL") of the one part, and
- (2) _____ incorporated and registered in India with GST Registration _____ and whose registered office is _____ of the other part (hereinafter "**Company**").

Where appropriate, ACPL and the Company will be jointly referred to as the "**Parties**" and will be individually referred to as a "**Party**".

INTRODUCTION

- (A) The Parties wish to provide confidential information to each other and wish to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of their valuable confidential information.
- (B) Accordingly, the Parties wish to establish terms upon which they may from time to time and in their absolute discretion, both orally and in writing, discuss and supply confidential information for the pursuance of the Parties' proposed, current, and/or future business relationship (the "Purpose").

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following definitions shall apply:

"Confidential Information" means information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") either directly or indirectly, for the Purpose and that information is not public knowledge outside the Disclosing Party's organization. It shall include, without limitation, information (in whatever form, including, for example, written, oral, visual or electronic form, or on tape or disk);

- relating to the Disclosing Party's (and its Group) business including software, services, intellectual property rights, processes, technology, samples, reports, materials, actual or potential customers, business plans, suppliers, promotional and marketing activities, finances, and other business affairs.
- designated as confidential or that the Receiving Party knows, or ought reasonably to have assumed, was confidential; and
- belonging to any third party (including customers of ACPL) that the Receiving Party knows, or ought reasonably to have assumed, the Disclosing Party is under an obligation to keep confidential.

"Group" means a Party and its Group Companies.

"Group Companies" means any company which is for the time being a subsidiary or holding company of a Party and any subsidiary of any such holding company.

- 1.2 A reference to a law is a reference to it as it is in force, for the time being, taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and those in the plural include the singular.

2. CONFIDENTIAL INFORMATION

- 2.1 The Disclosing Party shall disclose such Confidential Information as it considers necessary to the Receiving Party to enable it to proceed with the Purpose.
- 2.2 The Receiving Party may disclose the Confidential Information to its Group Companies, its accountants, lawyers, financial advisers, and any other professional advisers to the extent that they are bound by equivalent confidentiality obligations as contained herein.

3. RECEIVING PARTY'S OBLIGATIONS

- 3.1 In consideration of the receipt of Confidential Information from the Disclosing Party, the Receiving Party shall:
- 3.1.1 keep the Confidential Information secret and confidential and take all security precautions for the safekeeping of the Confidential Information.
- 3.1.2 only disclose the Confidential Information to those of its employees who require the information strictly for the Purpose and the Receiving Party shall ensure that such employees keep the Confidential Information secret and are under similar confidentiality obligations as the Receiving Party;
- 3.1.3 use the Confidential Information only for the Purpose and for no other purpose whatsoever;
- 3.1.4 only make copies of the Confidential Information which are reasonably necessary to achieve the Purpose; and
- 3.1.5 subject to Clause 2.2 above, not disclose Confidential Information to any third party without the Disclosing Party's prior written consent.
- 3.2 The Receiving Party confirms that the duty of confidentiality imposed by this Agreement extends to any Confidential Information which has been, or may have been, supplied to it before the date of this Agreement; the Agreement merely recording in writing the oral confidentiality obligations under which the Receiving Party received the Confidential Information.
- 3.3 The Disclosing Party gives no warranty or representation, express or implied, as to the accuracy or completeness of the Confidential Information. The Disclosing Party accepts no responsibility for any expenses or losses incurred or actions undertaken by the Receiving Party as a result of the Receiving Party's receipt of the Confidential Information. It is understood by the Receiving Party that the Disclosing Party does not warrant or represent that it will enter into any further contract with the Receiving Party in connection with the Purpose.

4. INFORMATION IS THE DISCLOSING PARTY'S PROPERTY

- 4.1 The Receiving Party acknowledges that the Confidential Information, and the media and tangible property recording it, is the absolute property of the Disclosing Party or the originator of such Confidential Information (as applicable).
- 4.2 This Agreement shall not operate as an assignment or license to the Receiving Party of any patents, copyrights, registered designs, unregistered designs, trademarks, trade names, or other rights of the Disclosing Party as may subsist in or be contained in or reproduced in the Confidential Information and the Receiving Party shall not, nor shall any persons on its behalf, apply for any patent, or registration of any trademark or design or any other intellectual property right, in respect of the Confidential Information or any part thereof.
- 4.3 The Disclosing Party may at any time notify the Receiving Party that its rights to use some or all of the Confidential Information for the Purpose has ceased and may demand the return of the Confidential Information in accordance with clause 6.2.

5. EXCEPTIONS

- 5.1 The Receiving Party's obligations under this Agreement shall not extend to Confidential Information which, and only insofar as, the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:
- 5.1.1 is in, or subsequently enters, the public domain (other than a result of a breach of Clause 3);
 - 5.1.2 was already in the Receiving Party's possession before disclosure by the Disclosing Party, which the Receiving Party can show from its written records;
 - 5.1.3 has been received from a third party who did not acquire it in confidence; or
 - 5.1.4 is required to be disclosed by law or statutory obligation, provided that where permitted and possible under the terms of the required disclosure, the Receiving Party notifies the Disclosing Party before making the disclosure and allows them to prevent or limit such disclosure.

6. TERMINATION AND RETURN OF CONFIDENTIAL INFORMATION

- 6.1 Unless terminated earlier by either Party giving the other Party thirty (30) days' notice in writing, this Agreement will expire automatically upon the completion of the Purpose or termination of the Parties' business relationship, whichever is the latter.
- 6.2 The Receiving Party shall, on request by the Disclosing Party at any time, return to the Disclosing Party some or all of the Confidential Information (as determined by the Disclosing Party) including any copies, notes, drawings, or recordings made of the Confidential Information (or, where applicable and if the Disclosing Party so requests, the Receiving Party shall destroy or erase the same) and shall promptly confirm in writing that such a request has been carried out. The parties agree that the Receiving Party may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Receiving Party to keep evidence that it has performed its obligations under this agreement. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Receiving Party.
- 6.3 Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect until fulfilled.

7. RESTRICTIONS

- 7.1 The Company agrees that during the Agreement and for one year following its termination, its Group Companies, and their respective shareholders, employees and officers shall not directly or indirectly:
- 7.1.1 solicit or endeavor to entice away any employees of ACPL;
 - 7.1.2 knowingly interfere or seek to interfere in any contract between ACPL and any third party for whom the Company has quoted work, or done work, as a result of its relationship with ACPL (each such third party, a "Protected Client");
 - 7.1.3 knowingly canvass or solicit the custom or business of any Protected Client, provided that this clause shall not apply if the Company can show that the Protected Client was, at the date of this Agreement, already a customer of theirs;
 - 7.1.4 discourage any person, firm, or company from entering into contractual relations with ACPL; or
 - 7.1.5 make any disparaging remarks about ACPL or its Group and their respective shareholders, employees, and officers, or any of the goods and/or services of ACPL and its Group.
- 7.2 Each of the covenants in this clause 7 is considered fair and reasonable by the Company.

8. ENTIRE AGREEMENT

- 8.1 This Agreement constitutes the entire agreement between the Parties concerning the Purpose. It supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the Parties relating to the Purpose. Where there is a conflict of any terms, the terms and conditions of this Agreement shall prevail. Any alteration or modification of this Agreement must be agreed in writing between the Parties by their respective duly authorized officers.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

9.1 The Parties to this Agreement do not intend that any of its terms will be enforceable by the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10. WAIVER

10.1 No failure or delay by any Party to exercise any right, power, or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or some other right, power, or remedy.

11. REMEDIES

11.1 The Parties agree that damages might not be a sufficient remedy to any breach of the terms of this Agreement and that as a result, in addition to damages, injunctive or other equitable relief may be obtained, without proof of special damage, in respect of any breach or anticipated breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

12. SEVERANCE

12.1 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision.

13. DATA PROTECTION

13.1 The Parties have complied and will continue to comply with all applicable law and regulations including, without limitation, the requirements of the Data Protection Act 1998. Where a Party discloses personal data to the other under this Agreement for processing on behalf of the Disclosing Party, the Receiving Party agrees to implement and operate appropriate technical and organizational security measures and only to act on the Disclosing Party's instructions in relation to that personal data.

14. GOVERNING INDIAN LAW AND JURISDICTION

14.1 This Agreement will be governed by and construed in accordance with the laws of India and each of the Parties submits to the exclusive jurisdiction of the Vasai courts.

SIGNED BY the duly authorized representatives of the Parties to be effective on the date stated at the beginning of this Agreement	
Your Name: AJAAY MEHTA	Your Name
Signature:	Signature:
Duly authorized to sign on and behalf of ALTIOREM CONSULTANCY PRIVATE LIMITED	Duly authorized to sign on and behalf of
Business Title: CEO	Business Title: