



Non-Disclosure Agreement

OpenXcell Technolabs Private Limited

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CONFIDENTIAL & PRIVILEGED

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Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement is made as on _____ by OpenXcell Technolabs Private Limited, India corporation, having its principal place of business located at 2nd Floor, Baleshwar Avenue, S.G. Highway, Ahmedabad, Gujarat, India - 380054 and the Participant (as identified below).

Participant Name: _____ Located at _____,
collectively referred to as the "Parties".

DEFINITION

“Confidential Information” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

PROTOCOL

Each undersigned party (the "Receiving Party") understands and acknowledges that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the project, all of which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

OPERATIVE PROVISIONS

In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall ensure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.

RESTRICTIONS ON USE AND DISCLOSURE

Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after two years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

GENERAL TERMS

Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

Each party further acknowledges and confirms to the other party that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by either party, or by any of its respective directors, officers, employees, agents or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the other party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

This Agreement shall be governed by the Laws of the State of Gujarat and any dispute shall be brought in Ahmedabad Court, Gujarat, India and shall not be subject to arbitration.

DISCLOSURE PERIOD


This Agreement applies to Confidential Information disclosed during the Disclosure Period, which shall be (2) two months from the Effective Date.

CONFIDENTIALITY PERIOD

The Recipient's obligations with respect to Confidential Information under this Agreement expire (2) two year from the date of receipt of the Confidential Information.

REPRESENTATION

Each person who signs this agreement represents that he/she is authorized to sign this document and bind his/her company to the terms of this Agreement.

By: 	By:
Name: Jayneel Patel	Name:
Title: Managing Director	Title:
Address: 202-203, Baleshwar Avenue, S.G Highway, Ahmedabad, Gujarat, India - 380054	Address:
Date:	Date: