

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is made on and executed at
By and Between

_____ (name, designation and affiliation) of the individuals to be included) (hereinafter referred to as "_____" which expression shall where the context so admits include its successors and permitted assigns) acting through its Authorized Representative hereinafter referred to as "_____" (which expression and term shall include its successors, permitted assigns, administrators, representatives and assigns) of the One Part;

and

Name, Designation and Affiliation hereinafter referred to as "_____" (which expression and term shall include its successors, permitted assigns, administrators, representatives and permitted assigns) of the Other Part;

The (name of individuals)_____ and the (name of individuals)_____ hereinafter be individually referred to as a "Party" and collectively as "Parties", as the context may require. Party disclosing the information is referred to as "the Disclosing Party" and the party receiving such disclosed information is referred to as "the Receiving Party or Recipient".

- A. The _____ and _____ hereto are engaged into a agreement dated (herein after referred to as the wherein the _____ is sharing some confidential information and is framing formulas and compositions for and on behalf of the _____ which requires the disclosure of information relating to the parties hereto which the _____ - desire to be kept confidential. (blank spaces should include names of individuals who are disclosing the idea as well as receiving party getting to know about the idea)
- B. Therefore in consideration of mutual premises of the parties and other good and valuable consideration, concerning the possibility of collaboration, to enable parties to investigate their potential interest in cooperation for (collaboration) the parties hereby agree as follows:

1. Definitions:

- A) Confidential Information: The term "Confidential Information" as used in this Agreement shall, without limitation, mean and include any and all
- (i) Proprietary information.
 - (ii) Non-public and/or un-published information.
 - (iii) Trade secrets.
 - (iv) Technical/ process/ plans/ scientific data/ formulation/ composition and information;
 - (v) Know-how;
 - (vi) Patent and other intellectual property related information.
 - (vii) Designs, drawings, engineering details;

- (viii) Commercial, financial information and business plans/ sales and marketing plan any business information;
 - (ix) Any materials transferred by the Disclosing Party.
 - (x) Software, source codes, designs, algorithms, formulae and any other Information received/ disclosed under obligations of confidentiality.
 - (xi) Information relating to the Business Transaction and any other information including information relating to its affiliates and subsidiaries disclosed by the Disclosing Party, including its affiliates and subsidiaries, of the Receiving Party, prior to or after the Effective Date.
 - (xii) In addition to the above, the Disclosing Party may designate, in writing, the Confidential Information as "Confidential" by an appropriate legend. Confidential Information shall also include all copies, summaries, records, descriptions of the Confidential Information including any and all discoveries, results, deductions, reports, papers, documents comprising or incorporating, in whole or in part, Confidential Information and/ or information derived from Confidential Information. Information, which is generally understood to be confidential or by its very nature is to be deemed to be Confidential Information. Materials means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the recipient by the owner and any tangible embodiments of the disclosing party's Confidential Information created by the recipient.
 - (xiii) Prices quoted/ agreed between the Company and MAHE will be kept confidential and should not be disclosed to any third party by the MAHE.
 - (xiv) Material purchased from MAHE by the Company will not be divulged to any third party by MAHE.
- B) Party: The party means that discloses the information is referred to as the "Disclosing party" and the party who receives the information is referred to as the "Receiving party or Recipient".
- C) Effective Date: Effective date means the date on which this Confidentiality agreement is signed or any confidential information is disclosed or whichever is earlier.
2. The Company and MAHE hereto agree to hold in confidence and not to use, except in furtherance of the Business Transaction, and not to disclose to any third party any Confidential Information of the disclosing party without the written consent of such other party.
 3. The Confidential Information may be disclosed to the employees and/ or representatives and/ or consultants to the parties hereto having a need to know the same in furthering the Business Transaction so long as such employees, representatives or consultants are obligated to hold in confidence and not to use, except in furtherance of the Business Transaction, or to disclose such Confidential Information.
 4. The Confidentiality Agreement shall become effective on the Effective Date, and the confidentiality obligations under this Agreement shall remain in effect during the existence of this agreement.

5. The Disclosing party warrants that it is the owner of all confidential information disclosed by it to the receiving party under this agreement and that it has the right to disclose the confidential information without any obligation to any third party and receiving party on its part agrees to receive such confidential information subject to terms and conditions set out in this agreement.
6. The Recipient acknowledges and undertakes to use all reasonable endeavor to effect and maintain adequate security measures to safeguard such Confidential Information from unauthorized access, use and misappropriation;
7. The obligations as to confidentiality use and disclosure shall not be applicable to Confidential Information received by either party that:
 - (a) At the time of disclosure of such information to receiving party is generally available to the public or thereafter becomes generally available to the public through no wrongful act of the receiving party or its employees, representatives or consultants;
 - b) is already known to the Recipient with no obligation of confidentiality at the date it was disclosed by or obtained from the Disclosing Party;
 - c) Is required by law, Judicial/ Quasi Judicial Court, competent authority or governmental authority to be disclosed only to the extent of such requirement and following prompt notice to the other party in order to allow such party to obtain an appropriate protective order or other reliable assurance that Confidential treatment shall be accorded the Confidential Information.
8. Upon termination of the discussions and negotiations in relation to the Transaction, the Recipient will promptly deliver to the Disclosing Party all Materials supplied by the Disclosing Party incorporating any Confidential Information and all copies of it. Any Confidential Information contained in any materials and documentation prepared by or on behalf of the Recipient or recorded in any memory device will be destroyed or erased. Within fourteen days of request, the Recipient shall certify in writing to the Disclosing Party that it has fully complied with its obligations under this Clause. Notwithstanding the return, destruction of Confidential Information, the Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder;
9. The Recipient confirms that the duty of confidentiality imposed by this Agreement extends to any Confidential Information which has been, or may have been, supplied to the Recipient before the date of this Agreement despite the absence of a written agreement, this Agreement merely recording in writing the oral confidentiality obligations under which the Recipient received the Confidential Information;
10. Save as otherwise contrary provided in this Agreement, the Recipient will not, under any circumstances, without first obtaining the Disclosing Party's prior written consent, make or permit others to make any reference to the subject matter, or existence, of this Agreement, or the Confidential Information or use or

permit others to use the name of the Disclosing Party in any public announcements, promotional, marketing or sales materials or efforts;

11. Neither the Recipient nor its affiliates will solicit for employment or cause to be solicited for employment any person employed by the Disclosing Party or its associate companies provided that the foregoing shall not prohibit general solicitations or advertisements of employment (or hiring as a result thereof) not specifically directed at such persons;
12. Nothing herein shall be construed as granting any license under any patent or patent application, trademarks, business marks, formulas, compositions or any rights in or to use any Confidential Information, other than as specifically granted herein, nor shall either party have any obligation to enter into any other or subsequent agreement with the other party hereto or be prevented from entering into similar or other agreements with third parties.
- 13A Unless otherwise expressly provided in a subsequent writing signed by both parties, should any inventions, improvements, discoveries or other developments be created as a result of discussions between the Company and MAHE (hereinafter "Work Product"), the Company and MAHE agree that such Work Product and all intellectual property rights therein and thereto, shall be in Company name sole and exclusive property, regardless of whether such Work Product is conceived, made, authored or reduced to practice solely by the Company or solely by MAHE, or jointly by the Company and MAHE. The Company shall reimburse the MAHE for its expenses in cooperating with the Company to secure the Company's intellectual property rights to the Work Product. However, at no time nor under any circumstances will there be any contingent or continuing fees such as royalties, commissions or profit participation, payable by the Company in connection with such Work Product.
13. Upon termination of the Business Transaction, each party shall, upon request, return all written or tangible records reflecting Confidential Information of and received from the other party and destroy any notes or other materials prepared by the receiving party which contain any Confidential Information, except for one copy that may be retained in its corporate legal files in order to be able to monitor its obligations hereunder.
14. This agreement shall remain in full force and effect for a period of three years from the effective date, unless terminated earlier.
15. Either Party of the agreement is at liberty to terminate this agreement, without stating any reason whatsoever, by serve a 30 days prior written notice to the Receiving Party, however the termination obligation on the parties shall remain same as mentioned and described under this agreement;
16. Parties to the agreement are agree and undertake that the benefits of this agreement shall not be assigned to any third party without prior written approval of the other party;
17. Each party acknowledges and agrees that in the event of any breach of this Agreement, including the actual or threatened disclosure of the Confidential

Information of the Disclosing party, irreparable loss, injury and/ or damage will occur such that no remedy of law will afford adequate protection against, or appropriate compensation for, such injury and aggrieved party shall be entitled to specific performance or injunctive relief as may be granted by a court of competent jurisdiction. The Recipient Party agrees to reimburse the reasonable legal fees and other costs incurred by the Disclosing Party in enforcing the provisions of this agreement.

18. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement which shall remain in full force and effect.
19. Any confidential information disclosed by the Disclosing party to the Receiving Party as part of the Business Transaction will be stamped "Confidential" and will be treated by the Receiving Party according to the same standard as outlined for the confidential information disclosed by the Receiving Party to the Disclosing Party.
20. This Agreement may not be amended or modified except in writing and shall be binding upon the parties hereto their successors, and assignee;
21. Dispute if any arising out of this agreement shall initially be resolved amicably by mutual discussions between the authorized representatives of Parties to the Agreement within 30 days from the date of dispute raised or notified between the parties. However in the event, such dispute cannot be resolved amicably by mutual discussions, between the parties within said 30 days from the communication of the dispute in respect to this agreement shall be referred to and finally settled in accordance with the provisions of the Arbitration and Conciliation Act 1996 as amended, re-enacted from time to time in force (or any successor legislation thereto). The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The parties hereby agree that the place of arbitration shall be at New Delhi.
23. This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereby submit to the exclusive jurisdiction of New Delhi courts.

IN WITNESS WHERE OF, the parties hereto have caused these presents to be executed as of the date hereof.

**On behalf of
Disclosing party**

**On behalf of
Receiving party**

Name :
Title :
Date :

Name :
Title :
Date :