

MUTUAL NONDISCLOSURE AGREEMENT

Date: _____

BETWEEN THE PARTIES

Party 1:

Company name: Neuromotion Systems Private Limited

Address: 20, LGF, South Extension, Andrewsganj, New Delhi, South Delhi- 110049, Delhi

AND

Party 2:

Company name: _____ (the "Client")

Address: _____

RECITALS

Recital A

1. Each party may be engaged in software and hardware concept development, software and hardware development and marketing, or related activities.
2. The parties wish to discuss the Client's software and hardware concepts and/ or projects.
3. In connection with these discussions, either party may provide the other with information, including personal and technical data; business, commercial and financial affairs; marketing plans and strategies; alliances and/ or contracts with third parties; business partners; customers and target customers; products; technology; intellectual property; and other commercially sensitive information (the "Confidential Information").
4. Either party may have developed methodologies and intellectual property for the purposes of designing, developing and marketing software and hardware, amongst other things. Either party may provide the other with information relating to these matters, including personal and technical data; business, commercial and financial affairs; marketing plans and strategies; alliances and/ or contracts with third parties; business partners; customers and target customers; products; technology; intellectual property; and other commercially sensitive information, which shall be treated as Confidential Information.

This Agreement sets out the terms and conditions upon which each party agrees to maintain the confidentiality of the other party's Confidential Information.

Recital B

THEREFORE, it is agreed that:

1. Any and all written Confidential Information disclosed by the parties to each other will be treated by the recipient as confidential.
2. The recipient shall not disclose any Confidential Information, including the identity of the disclosing party, to any third party.
3. Each party acknowledges and agrees that, as a recipient of the other party's Confidential Information, it must not use any of that Confidential Information without the prior written consent of the disclosing party, except to the extent necessary for the purpose of assessing the opportunity contemplated by Recital A.2.
4. The parties acknowledge and agree that, as a recipient of Confidential Information, each must:
 - a. take all action reasonably necessary to maintain the confidentiality of the disclosing party's Confidential Information;

- b.** not make, assist or permit any person to make any unauthorised use, disclosure or reproduction of the Confidential Information;
 - c.** not disclose to any person the fact that discussions are taking place or that services are being provided or contemplated by the parties;
 - d.** protect the disclosing party's Confidential Information in the same manner as it protects its own Confidential Information of like kind; and
 - e.** take reasonable steps to ensure that any person who has access to Confidential Information through it or on its behalf does not use, reproduce or disclose that Confidential Information other than in accordance with this Agreement.
- 5.** This Agreement does not prohibit the disclosure by a recipient of the disclosing party's Confidential Information to its officers, employees, professional advisers, wholly owned or partly owned subsidiary companies, partners, and the officers, employees and professional advisers of its wholly owned or partly owned subsidiary companies (each a "Representative") who need to know the Confidential Information for the purpose of assessing the opportunity contemplated in Recital A.2, provided that the recipient ensures that each Representative to whom it makes such disclosure respects the confidential nature of the Confidential Information. The recipient accepts liability to the disclosing party for any failure by a Representative to do so.
- 6.** The obligations imposed on the parties by this Agreement shall not apply to Confidential Information which:
- a.** becomes available to the public through no wrongful act of, or breach of this Agreement by, the recipient; or
 - b.** is in the public domain before the date of this Agreement, other than public information sourced during the assessment of the opportunity contemplated in Recital A.2 by a party as contemplated by this Agreement; or
 - c.** the recipient can prove was already known to it at the time of disclosure by the other party, other than where such knowledge arose from the disclosure of information in breach of an obligation of confidentiality; or
 - d.** is received from a third party without restriction and without breach of this or any other confidentiality agreement; or
 - e.** the disclosing party has given written consent to disclose or use; or
 - f.** was developed by the recipient independently of the disclosing party; or
 - g.** is required or authorised to be disclosed under any law, but only to the extent that such disclosure is so required or authorised.
- 7.** All Confidential Information furnished by one party to another is considered loaned for use solely in connection with the terms of this Agreement and shall be returned or destroyed by the recipient upon the first to occur of:
- a.** completion of the services or activities contemplated by Recital A; or
 - b.** a request made by the disclosing party. If the recipient authorises the destruction of such Confidential Information, the recipient shall certify that it has destroyed all copies of the Confidential Information in its possession or under its control.
- 8.** The destruction of Confidential Information does not release either party from its obligations under this Agreement.
- 9.** Confidential Information of a disclosing party may not be copied or reproduced by the recipient without the disclosing party's prior written consent.
- 10.** The recipient acknowledges that damages may not be a sufficient remedy for any breach of this Agreement and that the disclosing party is entitled to seek specific performance or injunctive relief, as appropriate, as a remedy for any breach or threatened breach by the recipient, in addition to any other remedies available at law or in equity.
- 11.** Each party acknowledges that neither party's Representatives have made or make any representation or warranty as to the accuracy or completeness of the disclosing party's Confidential Information and that such

information is provided "AS IS". Each party agrees to make its own assessment of the Confidential Information and satisfy itself as to its accuracy and completeness.

12. Confidential Information under this Agreement shall at all times remain, as between the parties, the property of the disclosing party. No licence under any trade secrets, copyrights or other rights is granted by this Agreement or by any disclosure of Confidential Information under it.
13. If either party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information, the recipient shall promptly notify the disclosing party and provide the disclosing party with its proposed response to that demand. Unless the demand has been time-limited or quashed, the recipient shall thereafter be entitled to comply with the demand to the extent permitted by law.
14. Neither party will be obliged to enter into any further agreement or negotiation with the other as a result of any obligation or the provision of any Confidential Information under this Agreement.
15. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations concerning its subject matter.
16. No agent or representative of either party has any authority to bind that party to any affirmation, representation or warranty not specifically included in this Agreement.
17. This Agreement and the transactions contemplated by it are governed by the law in force in the State of Delhi, India. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Delhi and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by it.
18. Each party waives any right it has to object to an action being brought in those courts, including, but not limited to, claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
19. This Agreement may consist of a number of counterparts, and the counterparts taken together constitute one and the same instrument.

SIGNATURES

As authorised representative for Party 1

As authorised representative for Party 2

Name:

Title:

Date:

Name:

Title:

Date: