

## **NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into as of by and between Gurjas Inc., (the "Disclosing Party"), located in India, and client, (the "Recipient" or "Receiving Party"), \_\_\_\_\_ located at \_\_\_\_\_

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Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

### **Confidential Information**

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to,

- (i) Any scientific, technical or data information, invention, design, process, procedure, formula improvement, technology or method related to Financial Markets/Trading Methodology.
- (ii) Any concepts, reports, data, knowledge, works-databases, inventions, information and trade secrets, trademarks and copyrights; and
- (iii) Any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies;
- (iv) Plans for products or services, and customer or supplier lists;
- (v) Any other information that should reasonably be recognized as confidential information of the Disclosing Party. 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, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Notwithstanding anything in the foregoing statement to the contrary, Confidential Information shall not include any such information which

- (i) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Compelled Disclosure shall apply prior to any disclosure being made;

### **Confidential Information Disclosure**

The Disclosing Party may deem it necessary, from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party

- (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (ii) advise its Representatives/Executives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representative/Executives to keep the Confidential Information confidential;
- (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and
- (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, Receiving party shall be responsible for any breach of this Agreement by any of their respective Representatives/Executives.

### **Confidential Information Usage**

The Receiving Party herein agrees to make use of Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise

authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Indian & US Laws.

### **Induced Disclosure of Confidential Information**

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may be compelled to disclose Confidential Information pursuant to any government, judicial, or administrative order.

### **Recipient's confidentiality obligations**

Upon the termination of this Agreement, the Recipient must immediately cease to use the Discloser Confidential Information.

Following the termination of this Agreement, and within [5 Business Days] following the date of receipt of a written request from the Discloser OR [Within [5 Business Days] following the date of termination of this Agreement], the Recipient must destroy or return to the Discloser (at the Discloser's option) all media containing Discloser Confidential Information, and must irrevocably delete the Discloser Confidential Information from its computer systems/archives/backups.

### **General Obligations**

No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

**Penalty on Violation of Agreement**

Since you are signing this Non-Disclosure Agreement as the "Recipient" or "Receiving Party" you are bound to keep the correspondences/analysis or other materials from the "Disclosing Party" in strict confidence. If found violation of this Agreement, you as "Recipient" or "Receiving Party" can be legally challenged for US \$500,000 (0.5 Million US Dollars)

**Execution of Agreement**

The parties have indicated their acceptance of this Agreement by executing it below.

**COMPANY:**  
**[the "Disclosing Party"]**

**RECIPIENT:**  
**[the "Receiving Party"]**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_