

MUTUAL NON-DISCLOSURE AGREEMENT

"Effective Date": _____

This Mutual Non-Disclosure Agreement ("Agreement") is entered by and between:

(a) **Algothic Solutions Pvt Ltd**, having its business office located at **B7/84, Second Floor, Sector-5, Rohini, Delhi-110085** and;

(b) _____, having its business office located in _____.

The parties wish to exchange certain information that is confidential and proprietary to the party disclosing such information (in that capacity, the "Disclosing Party" to the other party who is hereinafter referred to as the "Receiving Party"), related to a possible transaction, business relationship or commercial arrangement between the parties, and the parties are willing to disclose and receive such information subject to the terms and conditions set forth in this Agreement.

1. Definition of Confidential Information. " Confidential Information" means all information, whether disclosed or made accessible to Receiving Party before, on or after the Effective Date, in tangible or intangible form, whether of a technical, business or other nature, including but not limited to: (a) information about customers, suppliers, factories and other business partners; (b) product information, drawings, designs, samples, pictures, artistic and scientific data; (c) ideas for research and development; (d) cost, pricing, profit, production, forecast and other financial data; (e) business and marketing plans and strategies; (f) information learned by the Receiving Party in the course of its discussions or business dealings and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure the Receiving Party knows or should know ought to be treated as proprietary and confidential.

2. Exceptions. " Confidential Information" shall not include any information that Receiving Party can prove: (i) is or becomes generally available to the public without Receiving Party's violation of this Agreement; (ii) information rightfully known to the Receiving Party prior to the time of disclosure by the Disclosing Party, or independently developed by the Receiving Party personnel without access to information disclosed by the Disclosing Party; (iii) Information disclosed in good faith to the Receiving Party by a third party legally entitled to disclose the same. The Receiving Party may make disclosures to the extent required by law or a court order provided Receiving Party uses diligent efforts to limit the disclosure.

3. Permitted Use. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than that relating to this Agreement or as otherwise authorized in writing by the Disclosing Party.

4. Restrictions. The Receiving Party will hold all Confidential Information in strict confidence and Receiving Party agrees to : (i) Protect the Disclosing Party's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care; (ii) Refrain from reverse engineering, decompiling or disassembling any software disclosed by Disclosing Party to Receiving Party under the terms of this Agreement; (iii) restrict disclosure of such Confidential Information to its employees, directors, officers, agents, or other representatives with a need to know (and who are bound by confidentiality terms substantially similar to those in this Agreement), and shall not disclose such Confidential Information or make any type of public announcement or press release concerning the parties' relationship to any third party without prior written approval of the other party (iv) Receiving Party may disclose Confidential Information of Disclosing party in accordance with law or a judicial or other governmental order, provided that Receiving Party gives the Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to look a protective order or equivalent.

5. Notification. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

6. No License. Nothing in this Agreement or any disclosure hereto shall be construed as granting expressly or impliedly any license or conveying any intellectual property or other rights in the Confidential Information, including, but not limited to, any patent or copyright rights.

7. No Warranty. Each party represents that it has the right to disclose its Confidential Information. All Confidential Information is provided "AS IS," and no warranties are made and no responsibility or liability is or will be accepted by either party in relation to or as to the accuracy or completeness of the Confidential Information.

8. Independent Development. Each Party acknowledges that the other party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the confidential information. Accordingly, this Agreement does not prohibit either party from developing or having developed for it any products, concepts, systems or techniques contemplated by or containing or based upon the confidential information, provided that the party does not violate any of its obligations under this Agreement in connection with such development.

9. Return of Confidential Information. All Confidential Information furnished by either party to this Agreement, shall remain the property of that party. Within fifteen (15) days following a written request by the Disclosing Party, the Receiving Party shall deliver to the Disclosing party any tangible information received under this Agreement, and shall either deliver, or destroy with a certificate attesting to such destruction by an officer of the Receiving Party, all copies, notes, or any material prepared or created by Receiving Party containing any portion of the Confidential Information.

10. Right to Injunctive Relief. 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 injunctive or other equitable relief may be obtained in respect of any breach of this Agreement by the Receiving Party (including any designated recipient or personnel).

11. No implied Waiver. Neither party's failure nor delay in exercising any of its rights will constitute a waiver of such rights unless waived in writing.

12. Term and Termination. This Agreement is intended to cover Confidential Information disclosed to the Receiving Party after the Effective Date and to Confidential Information disclosed earlier to the extent that the parties began discussions concerning the Business Purpose prior to the Effective Date. This Agreement will expire five (5) years from the Effective Date. Either party may terminate this Agreement upon thirty (30) days written notice; however, any termination of this Agreement shall not relieve the Receiving Party from its confidentiality and use obligations with respect to Confidential Information disclosed prior to the date of termination.

13. Entire Agreement and Governing Law. This Agreement constitutes the entire agreement with respect to the Confidential Information and supersedes all prior and contemporaneous Agreements concerning such Confidential Information. This Agreement may not be amended without the written consent of both parties. This Agreement shall be governed by, and interpreted in accordance with Irish Law without giving effect to law principles that would require application of the laws of a different country. This Agreement may be executed in one or more counterparts. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .PDF) transmission. Each party agrees that the

delivery of this Agreement by facsimile or electronic transmission shall have the same force and effect as delivery of original signatures.

_____	Algothic Solutions Pvt Ltd.
(Name)	
Signature:	Signature:
Name:	Name:
Date:	Date:

