

## NON DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement"), is made and entered into on this \_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ having it's registered office / permanent address at \_\_\_\_\_

\_(hereinafter referred as Disclosing Party and or Client), and **SCINNOVATION CONSULTANTS PVT. LTD.**, a Company incorporated under the Indian Companies Act 1956 and having its correspondence office at 7E, Apeejay House, 3, Dinshaw Vacha Road, Churchgate, Mumbai-400020 (INDIA). (hereinafter referred as Service Provider and or Recipient).

Disclosing Party and Service Provider are hereinafter referred individually as "Party" and together referred as "Parties".

Whereas, Client is an Individual /Partnership firm / LLP / Limited Company.

Whereas, Scinnovation Consultants Pvt. Ltd. is in the business of Intellectual Property protection, consulting, R&D incentives & other related services.

Whereas, Client possesses certain confidential information with regards to new ideas, inventions & concepts and may disclose off some of the said confidential information to the Service Provider who has agreed to provide Intellectual Property related services comprising of patent / trademark / design / copyright filing and advice based on the confidential information.

AND

Whereas to ensure the confidentiality of the Purpose mentioned above and to protect the confidential information disclosed by Client the parties wish to enter into this agreement.

NOW THEREFORE in consideration of the premises and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

### DEFINITIONS

In this Agreement

- "**CONFIDENTIAL INFORMATION**" shall mean information that either party regards as confidential and may include, without limitation, information relating to inventions, business strategies, technical material, original market research, price quotes on components and services, operational plans and procedures, financial, technical, commercial notes, client lists and records, reports, analyses, compilations, forms, marketing data, fee schedules, information technology systems and programs, projections, forecasts or trade secrets. Confidential Information is limited to information clearly marked as confidential, or disclosed in

writing and summarized and identified as confidential in a writing delivered within 30 days of disclosure. Confidential Information shall also include the terms and provisions of this Agreement and any transactions consummated or documents executed by the parties pursuant to this Agreement. Confidential Information excludes any information:

- that was possessed by Recipient prior to the disclosure of similar information from the Client, other than through prior disclosure by Discloser, as evidenced by Recipient's business records;
- published or available to the general public otherwise than through a breach of this Agreement or another agreement of confidentiality with Discloser;
- obtained by Recipient from a third party with a valid right to disclose it, provided that said third party is not under a confidentiality obligation, directly or indirectly, to Discloser;
- that was independently developed by employees, agents or consultants of Recipient who had no knowledge of or access to Confidential Information disclosed by Discloser;
- information already available in the public domain;
- disclosed without an obligation of confidence by Recipient with the prior written approval of Discloser; or
- required to be disclosed by operation of law or the requirement of a governmental agency, provided that-
  - Recipient shall promptly notify Discloser prior to any such disclosure so that the Client will get an opportunity to oppose any such disclosure seeking a protective order or appropriate remedy, or to waive compliance with the provisions of this Agreement,
  - Recipient shall disclose only that portion of Confidential Information legally required to be disclosed, and
  - Recipient will exercise reasonable efforts to maintain confidential treatment of Confidential Information.
- "Person" means any individual, partnership, firm or corporation, or any other legal entity.
- "Representative" of a Party means any Affiliate, consultant, director, officer, employee, agent, lawyer, accountant or other professional advisor of such Party.

## **CONFIDENTIALITY**

### **• Obligation of Confidentiality**

The Recipient covenants and agrees that it shall keep and use all of Discloser's related to Confidential Information in strict confidence and will not, without Discloser's prior written consent, disclose any Confidential Information or recollections thereof to any Person, except to Recipient's Representatives who are under an obligation of confidentiality and non-use on the

terms set out in this Agreement, who have been informed of the confidential nature of Confidential Information and who require the same in the performance of their duties as contemplated by this Agreement.

- **Use of Confidential Information**

Recipient shall not use, copy, duplicate, reproduce, translate or adapt, either directly or indirectly, any of Discloser's Confidential Information, without Discloser's prior written consent for any purpose other than the Purpose mentioned in this agreement. All copies, duplicates, reproductions, translations or adaptations of Discloser's Confidential Information shall be clearly labeled as confidential.

- **Taking Precautions**

Recipient shall use reasonable efforts to prevent any unwarranted disclosure of the Discloser's Confidential Information made available to them under this agreement. The Recipient shall take utmost care while using the information received from client and shall protect and safeguard Discloser's Confidential Information from all loss, theft or destruction available with under this agreement.

- **Acknowledgement of Confidentiality**

The Recipient acknowledges and confirms that all communications and information relating to the Purpose received from the Disclosing Party prior to the Effective Date shall be deemed from the time of its receipt to be Confidential Information of the Disclosing Party, except to the extent that such communications and information fall within the exceptions set out in the definition of Confidential Information.

## **OWNERSHIP**

- **Ownership to Confidential Information**

All rights, title and interest in and to Discloser's Confidential Information shall be retained by Discloser. Recipient and its Representatives shall hold Discloser's Confidential Information in trust for Discloser. All research data, discoveries, developments and inventions arising from the use of or access to Discloser's Confidential Information which Recipient or its Representatives may devise, make, produce or conceive, alone or with others shall be the sole and exclusive property of Discloser and Recipient hereby assigns and shall ensure that all of its Representatives assign all right, title and interest therein to Discloser and will execute all documents necessary to confirm same.

- **Return of Information**

Upon completion of the Purpose and in the absence of any further agreement in writing between the Parties, Recipient and its Representatives shall cease all use of Discloser's Confidential Information. Upon written request from Discloser at any time, Recipient shall:

- return to Discloser all original documents of Discloser's Confidential Information; and
- destroy any and all copies or other reproductions or extracts thereof and all other

documents, computer files, memoranda, notes and other writings prepared by or for Recipient and its Representatives based on Discloser's Confidential Information.

Notwithstanding the foregoing, Recipient may retain one copy of Discloser's Confidential Information solely for the purpose of determining its obligations hereunder and for such period if required by applicable law or regulation. Recipient is not granted any license or other rights to any of Discloser's Confidential Information except as expressly set out in this Agreement.

#### **WARRANTY**

All Confidential Information provided by Discloser is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Discloser makes no express or implied representation, whether directly or indirectly, to Recipient or any of its Representatives as to the accuracy or completeness of any of Discloser's Confidential Information. Recipient will rely upon its own investigation, due diligence and analysis in evaluating and in satisfying itself as to all matters relating to Discloser's Confidential Information. Neither Discloser nor any of Discloser's Representatives shall have any liability to Recipient, any of Recipient's Representatives or any other Person, directly or indirectly, resulting from or arising out of the furnishing to Recipient or the use made by Recipient or any of Recipient's Representatives of any of Discloser's Confidential Information.

- **No License:**

The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights to the receiving Party, by license or otherwise, to any of the disclosing Party's Confidential Information.

#### **GENERAL PROVISIONS**

- **Amendment**

No modification or amendment to this Agreement shall be binding unless executed in writing by the Parties.

- **Assignment**

The Recipient may assign, transfer or sublicense in whole or in part any of its rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

- **Counterparts; Facsimile**

This Agreement may be executed by the Parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement may be executed by the Parties and transmitted by facsimile transmission, with the same effect as if the Parties had delivered an executed original Agreement.

- **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject

matter hereof, and supersedes all previous representations, warranties, dealings, negotiations, discussions, agreements, understandings and expectations of the Parties, whether oral or written, regarding the subject matter hereof.

- **Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, heirs and permitted assigns.

- **Further Acts**

The Parties hereby undertake to do such further acts and take such steps as may be reasonably required to implement the intent of this Agreement.

- **Headings**

The headings in this Agreement are solely for convenience of reference and shall not be used for purposes of interpreting or construing the provisions hereof.

- **No Waiver**

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

- **Publicity**

The both parties shall not, without the prior written consent of the other Party, make or give any public announcements, press releases or statements to the public or the press regarding this Agreement or any Confidential Information.

- **Remedies**

No exercise of a specific right or remedy by the Recipient precludes it or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.

- **Representatives**

Recipient shall be liable to Discloser for any unauthorized use or disclosure of Confidential Information or breach of this Agreement by Recipient's Representatives. The Discloser represents that, the information provided by them including confidential information belongs to the Client and the client i.e. Discloser has not copied, stolen, plagiarized the same from any other party and the Client is the legal valid owner of the said information. The Client indemnifies the Recipient regarding the legality and ownership of the information supplied to the Recipient under this agreement as confidential information.

- **Severability**

If any one or more provisions of this Agreement is invalid, illegal or found to be unenforceable by a court of competent jurisdiction for any reason whatsoever, the unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement, and the

unenforceable, illegal or invalid provision or provisions shall be severable from the remainder of this Agreement. Where such severance alters the basic structure of this Agreement, the Parties shall renegotiate this Agreement in good faith.

- **Survival of Obligations**

The provisions of shall survive any early termination of this Agreement for a period of 10 years from the Effective Date. The provisions of and shall survive any expiration or termination of this Agreement in perpetuity.

### **GOVERNING LAW & DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of this Agreement shall be finally settled through Arbitration. All such Arbitration proceedings shall be conducted in accordance with the Rules of the Indian Arbitration and Conciliation Act 1996 which rules are deemed to be incorporated by reference into this clause. The parties agree that the arbitration as aforesaid shall be conducted in **Mumbai**. The arbitration shall be conducted in English language. Courts in Mumbai shall have exclusive jurisdiction.

### **NOTICE**

All notices, demands, or requests required or permitted hereunder shall be deemed properly given when sent in writing to the other Party by hand delivery, registered mail, receipted commercial courier or receipted facsimile transmission at the address as provided on the first page of this Agreement or to such other address as either Party may, by written notice, designate to the other from time to time. All such items shall be deemed to have been given to and received by the Party to whom they were addressed upon actual receipt, if by hand delivery, registered letter or commercial courier, or on the next business day following transmission, if by facsimile transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_

For \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

For **Scinnovation Consultants Pvt. Ltd.**

Name: Rajeev Surana

Title: Director