**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made and entered into between **North Shore Technologies (P) Ltd.** having its work place at **Logix Techno Park, 1st Floor, Tower B, Plot No 5, Sector 127, NOIDA-201301, Uttar Pradesh** for itself and its subsidiaries and affiliates (“NorthShore”), and **“Name” “Address”** other party, identified below, individually referred to as a “Party” and collectively referred to as the “Parties”. The Parties wish to exchange Confidential Information (as defined below in Section 2) for the following purpose(s): a) to evaluate whether to enter into a contemplated business transaction; and b) if the Parties enter into an agreement related to such business transaction, to fulfill each Party’s confidentiality obligations to the extent the terms set forth below are incorporated therein (the “Purpose”). The Parties have entered into this Agreement to protect the confidentiality of information in accordance with the following terms:

1. This agreement is effective as of **“Start Date”**
2. In connection with the Purpose, a party (the “Discloser”) may disclose to the other party (the “Recipient”) information pertaining to the Purpose that the Discloser considers confidential (“Confidential Information”): including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; and (f) information acquired during any facilities tours.
3. Recipient may use Confidential Information only for the Purpose. Recipient must use a reasonable degree of care to protect Confidential Information and to prevent any unauthorized use or disclosure of Confidential Information. Recipient may share Confidential Information with its employees, directors, agents who need to know it for purpose only. Recipient may however, disclose the confidential information to its consultants and contractors with a prior written consent of Discloser; provided that by doing so, the recipient agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.
4. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party, unless a court orders that the other party not be given notice.
5. Either party may terminate this agreement with thirty days’ prior written notice, but this agreement’s provisions will survive as to Confidential Information that is disclosed before termination.
6. Unless the parties otherwise agree in writing, Recipient’s duty to protect Confidential Information expires three years from disclosure.
7. This agreement imposes no obligation to proceed with any business transaction.
8. No party acquires any intellectual property rights under this agreement except the limited rights necessary to use the Confidential Information for the Purpose.
9. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party.
10. This agreement is the parties’ entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. The parties may execute this agreement in counterparts, which taken together will constitute one instrument. Failure to enforce any of provisions of this agreement will not constitute a waiver.
11. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.
12. Each of the parties herein agree that:
13. If any dispute, difference, controversy or claims arising out of or relating to this Agreement or the breach, the Parties shall attempt, for a period of thirty (30) days from the receipt of a notice from the other Party of the existence of a dispute, to settle such dispute by mutual discussions between the Parties. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period provided above, either Party may refer the matter for Arbitration. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The place of arbitration shall be New Delhi. The arbitral procedure shall be conducted in the English language. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the Agreement shall be subject to the exclusive jurisdiction of the courts at Delhi.

**For “NAME”**

Signature:

Designation:

Address:

Phone No:

Date:

**For North Shore Technologies (P) Ltd**

Signature:

Designation:

Address: Logix Techno Park, 1st Floor, Tower B

Sector – 127, Plot #5, Noida 201301

Date: