

## **NON-DISCLOSURE AGREEMENT**

This Agreement is entered into effective as of (DATE, YEAR) between -----  
-----for and on behalf of ----- (the “Discloser”) and ----- and their  
respective affiliates and associates (the “Recipients”) for the purpose of consultancy services for  
developing this business venture (the “Transaction”). In light of this prospective Transaction, the  
Discloser may release to the Recipients certain information, including but without limitation to, the  
Discloser’s prototypes, samples, technical data, trade secrets, know-how, actual and anticipated  
research, developments or products, product plans, services, software, inventions, processes,  
discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, customers, markets,  
marketing plans, distribution methods, financial information, sales or programming matter,  
compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations,  
manufacturing plans, contracts and agreements, business plan, confidential information disclosed to the  
Discloser by third parties, and other data, whether oral, written, graphic, or electronic form of  
SpotMyGadget.com made available to the Recipients, along with such information, together with  
analyses, compilations, studies or other documents prepared by the Recipients or any of their directors,  
officers, employees, agents or advisers (including, without limitation, attorneys, accountants,  
consultants, bankers, financial advisers and any representatives of your advisers) (collectively,  
“Representatives”) based on such information provided by the Discloser, shall herein collectively be  
referred to as the “Confidential Information”), and such Confidential Information shall be dealt by the  
Recipients with and in accordance with the provisions of this agreement.

As a condition to, and in consideration of, the Discloser's furnishing of Confidential  
Information to the Recipients, the Recipients and their Representatives agree to the restrictions,  
obligations and undertakings contained in this Agreement and undertake to treat the Confidential  
Information in accordance with the terms set out herein.

However, Confidential Information shall not include information which, the Recipients can  
prove in written evidence, (i) is now or subsequently becomes generally known or available by  
publication (“public domain information”), commercial use or otherwise, through no fault of the  
Recipients, (ii) is known by the Recipients at the time of disclosure, or (iii) is lawfully obtained by the  
Recipients without violation of a confidentiality obligation. The Recipients and their Representatives  
agree and undertake (i) to use Confidential Information solely for the purposes of the Transaction, and  
not for personal benefit or gain or for the benefit or gain of any third party; (ii) to use all possible means  
to maintain the Confidential Information, whether reduced to tangible form or not, in strict confidence,

and measures to the same extent that they employ for the protection of their own confidential information, but in any event not less than a reasonable degree of care, and (iii) to immediately notify in writing the Discloser in the event of any unauthorized use or disclosure of the Confidential Information.

The Recipients shall procure that the Representatives shall have previously signed an agreement in content similar to the provisions hereof. In any event, the Recipients shall be responsible for any breach of any provision of this agreement by any of their Representatives and the Recipients agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. The Recipients further agree that the Confidential Information that is in written form shall not be copied or reproduced at any time without the prior written consent of the Company.

The Recipients shall not reverse engineer, disassemble, decompile or copy any software or other tangible objects which embody the Confidential Information, nor export or re-export or otherwise transmit, directly or indirectly, any Confidential Information, or the direct product of Confidential Information, except with the applicable government export approvals or export permits. All Confidential Information and all of the Discloser's trademarks remain the property of the Discloser and no license or other rights in the Confidential Information or such trademarks are granted hereby in law or in contract, except as expressly provided above.

The Recipients agree not to solicit for employment any of the current employees of the Discloser to whom the Recipient had been directly or indirectly introduced or otherwise had contact with as a result of the consideration of the Transaction [and who are working on the Transaction](#) so long as they are employed by the Discloser or solicit any customers, clients, or accounts of the Discloser, during the period in which there are discussions conducted pursuant hereto and for a period of two years thereafter.

This Agreement does not constitute a joint venture or other such business agreement. All information is provided "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. The Recipients agree to return to the Discloser immediately upon the Discloser's written request all documents and other tangible objects containing or representing the Confidential Information and all copies thereof which are in the possession of the Recipients, including but not limited to all computer programs, Web code, documentation, notes, plans and drawings, and any reports, presentations, memorandums and other similar work made by the Recipients in connection with or relating to the Discloser or the Confidential Information. With respect to Confidential Information stored in electronic form, the Recipients shall delete all such Confidential Information from its systems and shall confirm in a writing signed by an authorized representative of the Recipients, that all Confidential Information has been deleted. The Recipients hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, which may be difficult to ascertain. It is understood and agreed that money damages may not be a sufficient remedy for any breach of this agreement and that the Discloser shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be

deemed to be the exclusive remedy for breach of this agreement but shall be in addition to all other remedies available at law or equity to the Discloser.

The Recipients agrees that unless and until a definitive agreement regarding the Transaction has been executed, neither the Discloser nor either of the Recipient will be under any legal obligation of any kind whatsoever with respect to such a Transaction by virtue of this agreement except for the matters specifically agreed to herein. The Recipients further acknowledges and agrees that the Discloser reserves the right, in its sole discretion, to reject any and all proposals made by the Recipients or any of their Representatives with regard to the Transaction, and to terminate discussions and negotiations with the Recipients at any time.

The Recipient's obligations hereunder shall survive termination or expiration of this agreement, which shall be for a period of 3 (three) years from the date of execution of this agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, except that Confidential Information and the rights and obligations under this Agreement may not be assigned by the Recipients without prior written consent of the Discloser.

This document contains the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this agreement, which shall remain in full force and effect.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the country of India excluding that body of law pertaining to conflict of law. Any action brought in connection with this agreement shall be brought in the courts of the City of Mumbai and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.

In the event of litigation relating to this agreement, if a court of competent jurisdiction rules in a final, non-appealable order in favour of a party, then the other party shall be liable and pay to the former reasonable legal fees such former party has incurred in connection with such litigation, including any appeal there from.

This agreement may be executed in counterparts. Please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning to us a copy.

Very truly yours,

For and on behalf of

By: \_\_\_\_\_

Accepted and agreed to as of  
the date set forth above:

By: \_\_\_\_\_