

Disclaimer: This is a sample agreement being published online by **Agicent Technologies** (www.agicent.com) with an humble thought of assisting/ helping to the new entrants in the Mobile Apps Development Business (Both parties previously— **Customers** (Who are looking to outsource their Mobile (iOS/ iPad, Android) Apps development work) and also **Developers** (Who are doing such projects on a fee)).

This document, by no way, should be construed or interpreted as a legal template by any user, organization, or group. This is purely a help document to give an idea to its users of what clauses and important terms should be there in an NDA, when the project is being outsourced.

If you have any concerns, feedback, suggestions regarding the document then Email at sales@agicent.com;

Also, In case you are looking to outsource your next Mobile App Project to a specialized development provider company, then feel free to drop a note at sales@agicent.com, mentioning the overview of your project requirements; and we'll get back to you!

Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (Agreement) is made this 15th March, 2015, by and between I ----- (The Discloser) and Agicent Technologies Pvt. Ltd. (The recipient) having its residence at B-11, Sector 64, Noida, UP - 201301, India.

The parties to this Agreement plan to exchange specific information on a confidential basis and hereby agree to the following terms and conditions regarding confidential or proprietary information that they exchange or have exchanged during the course of their relationship:

1 Definition of Confidential Information

- A Confidential or proprietary information (“Confidential Information”) means information of a technical, marketing or business nature exchanged in the course of development of a business relationship between the parties.
- B “Discloser” means the party whose employees, subsidiaries or affiliates disclose Confidential Information to Recipient. “Recipient” means the party who as an individual, or its employees, subsidiaries or affiliates receive Discloser’s Confidential Information from Discloser.
- C Information shall not constitute Confidential Information (and Recipient shall have no obligation relating to such information) if the information: 1) is received from a third party without restriction and without breach of this Agreement; 2) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information; 3) is approved for release by written authorization of Discloser; 4) is disclosed pursuant to the lawful requirement or request of a government agency; provided that, (a) if Recipient is required to make such disclosure of Discloser’s Confidential Information, Recipient shall first notify Discloser of the subpoena or other legal compulsion for disclosure of the information and reasonably cooperate with Discloser in obtaining the appropriate protective orders to protect the confidentiality of the information and (b) disclosure of the Confidential Information under these circumstances does not constitute a general waiver of Recipient’s obligations of confidentiality under other circumstances; 5) was known to Recipient before or at the time that Discloser disclosed the Confidential Information to Recipient without any obligation of confidentiality accruing to Discloser prior to that time; or 6) is or becomes publicly available by authorized disclosure by Discloser and without restriction.
- D Confidential Information shall be subject to the restrictions and obligations specified herein if the Confidential Information is in writing or other tangible form and clearly marked as proprietary or confidential when disclosed to Recipient or, if disclosed orally or visually, summarized in a writing, marked to indicate its proprietary or confidential nature and delivered to Recipient within thirty (30) days of such disclosure.

2 Obligations: Communication and Use

- A Confidential Information shall be used only by Recipient for the sole purpose of facilitating discussions between the parties in order to determine if a business relationship can be formed between Discloser and Recipient, and Recipient shall hold the Confidential Information in confidence and shall not use or disclose, or cause or permit the use or disclosure of, the Confidential Information except as permitted herein.
- B Recipient shall use the same degree of care that it uses to protect its confidential and proprietary information, but never less than a reasonable degree of care, to prevent the unauthorized use, copying, disclosure or dissemination of Confidential Information.
- C Recipient may share Discloser's Confidential Information with only those of its employees and independent contractors who have a bona fide need to know the Confidential Information for the permitted purpose specified in subsection 2(A) above; provided that (a) those employees and contractors are bound by the terms of this Agreement or an agreement under which they are obligated to use the Confidential Information only for the permitted purpose and (b) Recipient otherwise limits those persons' use and disclosure of the Confidential Information only for the permitted use.
- D All Discloser's Confidential Information shall remain the property of Discloser, and all such information and copies thereof shall be immediately returned to Discloser at the written request of Discloser. In the event the parties elect not to enter into a business arrangement, each party shall immediately return or destroy, at Discloser's option, all of the other party's Confidential Information, including copies.
- E Except for the limited, non-exclusive license expressly granted herein for the permitted use of the Confidential Information (which limited license may be revoked at any time by either party and shall be deemed to automatically be terminated upon the Discloser receiving notice from Recipient that the parties will not enter into a business relationship), no license, title, interest, or right is granted under this Agreement with respect to the Confidential Information or any proprietary information or matter.

3 Disclaimers

In no event shall either party be deemed to have any right or interest in or to any Confidential Information of the other party. All information provided hereunder is provided "AS IS", "WITH ALL FAULTS" and "WITHOUT WARRANTIES". Discloser makes no warranties and the parties disclaim all express and implied warranties and representations with respect to the Confidential Information and any other information disclosed or furnished to Recipient, including, but not limited to, warranties of merchantability, fitness for any particular purpose, against infringement, compatibility with equipment or other property, and/or accuracy. Nothing in this Agreement shall be construed as a grant to either party the right to make commitments of any kind for or on behalf of the other party. This Agreement is not intended to form (nor shall it be construed as forming) a joint venture, partnership, or other formal business entity between the parties.

Nothing in this Agreement shall (a) be construed as a commitment by either party to sell and products or provide any services to the other party, to purchase any products or services from the other party, or engage in any business relationship, contract or future dealing with the other party; (b) limit or restrict in anyway any party's right to enter into any discussion, agreement, business relationship, or transaction with any other person or entity in connection with products or services similar to those described in this Agreement or for any other reason, so long as said party does not use any of the other party's Confidential Information in connection therewith, (c) confer any rights in the Confidential Information to the other party, or (d) restrict or limit any party from developing or receiving from others information similar to the Confidential Information, provided that the Confidential Information is not used in such connection.

4 Duration

The term ("Term") of this Agreement is two (2) years from the date stated above or for as long as the parties are engaging in the discussions described in subsection 2(A) above, whichever is longer. This Agreement may be terminated by either party upon ten (10) days written notice given to the other party. Unless mutually agreed otherwise in writing, Recipient's obligations hereunder with respect to each item of Confidential Information shall continue for the longer of: (a) the Term, (b) for as long as Discloser's Confidential Information is in

Recipient's possession, custody or control, and (c) two (2) years after the date of expiration or termination of this Agreement.

The parties agree that a breach of this Agreement by Recipient shall cause immediate and irreparable injury to Discloser due to the unique nature of the Confidential Information. In the event any party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorney's fees and costs incurred in connection therewith. This Agreement shall be governed by and construed according to the laws of the Republic of India, without regard to any conflict of law principles. Venue for any and all suits hereunder shall be New Delhi, India. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, representations, understandings and communications with respect to its subject matter. Each party represents to the other that this Agreement has been duly executed by it or its duly authorized officers or agents and constitutes a valid, binding and enforceable obligation of said party. This Agreement shall not be amended or modified except by a writing signed by duly authorized representatives of the parties. Neither party shall assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement without the prior written consent of the other party.

A copy transmitted via facsimile of this Agreement or scanned copy of the same via an Email, bearing the signature(s) of one or both parties shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature(s) as originally written of such one or more parties.

Discloser

Company: _____

Signature: _____

Name: _____

Its: _____

Recipient

Company: Agicent Technologies Pvt. Ltd.

Signature: _____

Name: _____

Its: Director