



MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into as of the last date signed below (the "Effective Date") by and between **Luthra & Luthra Restructuring & Insolvency Advisors LLP** having office situated at A-16/9, Vasant Vihar, New Delhi-110 057, India ((here after called Luthra & Luthra) and....., having its registered office situated at ----- (the "Second Party").

WHEREAS Luthra & Luthra and the Second Party (the "Parties") have an interest in participating in discussions wherein either Party might share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, technical specifications, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies and designated as confidential in writing by the disclosing Party, whether by letter or an appropriate proprietary stamp or legend, prior to or at the time such information is disclosed by the disclosing Party to the receiving Party;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of three (3) months from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information. The Recipient of Confidential Information will reasonably cooperate with the disclosing Party's efforts to seek appropriate injunctive relief or otherwise to prevent or curtail such threatened or actual breach, or to recover its Confidential Information. The Recipient of Confidential Information shall ensure that all copyright or other proprietary notice or indication of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Recipient on any reproduction, modification or translation of such Confidential Information amongst the Parties. If requested the Recipient shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the disclosing Party, as the disclosing Party shall direct.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, including with respect to the non-infringement of intellectual property or other rights of either party or of third parties. The disclosing





- Party disclaims any and all liability that may be based on the Confidential Information (including any errors or omissions with respect thereto).
4. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
 5. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
 6. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
 - (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
 - (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
 7. This Agreement shall remain in effect for a period of twelve (12) months from the Effective Date unless otherwise terminated by either Party giving one month prior written notice to the other of its desire to terminate this Agreement.
 8. Construction Clauses:
 - a. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.
 - b. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of India without regard to conflict of law principles. The Parties hereto irrevocably consent to the jurisdiction of the courts and tribunals at **New Delhi** to settle any disputes, which may arise out of or in connection with this Agreement.
 - c. **Severability:** The Parties acknowledge that the provisions of this Agreement are reasonable and waives any defense to the strict enforcement thereof by either Party. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
 - d. **Complete Understanding: Modification: No Waiver: Survival.** This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. This Agreement may be modified only by a written instrument that specifically purports to do so and that is signed by a duly authorized representative of each Party. No failure or delay by either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial waiver preclude any other exercise of such right, power or privilege hereunder. The provisions of this Agreement that, by their nature and content, are intended to survive the termination of this Agreement shall so survive and continue to bind the Parties.
 - e. Definitions. The word "including", as used herein, means "including without limitation."
 - f. Subsequent Dealings. Each Party's obligations under this Agreement will apply to all Confidential Information that is furnished or made accessible to the Receiving Party during the term of the Engagement (if established), unless the subject matter of this Agreement is superseded



by the provisions of the definitive documentation that establishes the Engagement. Neither this Agreement nor the disclosure of Confidential Information shall obligate either party (i) to establish the Engagement, (ii) to enter into any other agreements or negotiations with the other party hereto, or (iii) to refrain from entering into agreements or negotiations with any other Party.

- g. Assignment. Neither party may assign all or any of its rights or interests hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF: the parties hereto, through their duly authorized officers, have executed this Agreement as of the date first above written in page 1.

	LUTHRA & LUTHRA RESTRUCTURING & INSOLVENCY
	ADVISORS LLP
Signature	Signature
Date	Date
Printed Name	Printed Name
Title	Title