



CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** ("**Agreement**") is made on this
....., 20.... between

GRAFIX, a Typing Service Proprietary Firm, registration No. 4091, certificate no. 5865 registered under Section 118 of The West Bengal Municipal Act, 1993 and having its office at 34, Tikarhat, P.O. Lakurdi, Burdwan, West Bengal, India (hereinafter referred to as the "**GRAFIX**") of the **FIRST PART**

AND

.....
(hereinafter referred to as "**CLIENT**"), of the **SECOND PART**;

GRAFIX and CLIENT are hereinafter individually referred to as "Party" and collectively as "Parties"

WHEREAS:

1. GRAFIX is engaged in the business of **Computer related Typing Services**.
2. CLIENT is intended to outsource its Typing work.
3. GRAFIX and CLIENT are exploring the possibility of working together in the proposed work of CLIENT "**PROJECT**".
4. In respect of exploring and evaluating the Outsourcing work, the Parties shall be disclosing certain confidential information to each other.
5. GRAFIX and CLIENT have accordingly agreed to execute this Agreement to ensure that the Parties keep the information received from each other secret and confidential.

NOW, THEREFORE, in consideration for the mutual promises and covenants hereunder GRAFIX and CLIENT agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

"**Confidential Information**" shall mean any information concerning the Parties furnished by either Party to the other Party or its representatives whether prior to the date of this Agreement or thereafter including without limitation information on the contents and existence of this Agreement and analyses, compilations, studies and other documents prepared by either Party or its representative or which contain or otherwise reflect or are generated from any Confidential Information.

2. NON DISCLOSURE

- 2.1 The Confidential Information divulged by either Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") will be received and treated by the Receiving Party and its Representatives as strictly confidential and the Receiving Party and its Representatives shall not, without the prior written consent of the Disclosing Party or as expressly permitted herein, disclose to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever.
- 2.2 Notwithstanding the provisions of Article 2.1 above, the Parties may disclose the Confidential Information disclosed under this Agreement to their employees, consultants, directors, representative and advisors ("**Representatives**") for the purpose of supplying the Party with sufficient information to enable the Party to evaluate the Project subject to such Representative being bound the confidentiality obligation hereunder.
- 2.3 The Receiving Party shall exercise no lesser security or degree of care than that a person applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

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2.4 The Confidentiality Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except with the prior written consent of the Disclosing Party.

3. **EXCEPTIONS**

The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same is:

- (a) in or enters the public domain, other than by breach by the Receiving Party;
- (b) known to the Receiving Party on a non-confidential basis prior to disclosure under this Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party without similar restrictions from a source other than the Disclosing Party, as evidenced by written records;
- (c) is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Party's Confidential Information;
- (d) is required to be disclosed by the Receiving Party under applicable laws, court orders or any order from a regulatory or governmental authority.

4. **NON DISCLOSURE OF PROJECT**

4.1 It is agreed that without the prior written consent of the other Party, neither Party shall disclose or direct its Representatives to disclose to any person or entity (a) that the Confidential Information has been made available to either party or its Representatives, (b) that discussions or negotiations are taking place concerning a possible Project between the Party or (c) any terms, conditions or other facts with respect to any such possible Project, including the status thereof.

4.2 The Parties understand and acknowledge that the Confidential Information is being provided by the Disclosing Party without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and the Disclosing Party shall have no liability relating to or resulting from the Receiving Party's reliance upon the Confidential Information.

4.3 The parties agree that unless and until a definitive agreement regarding the Project between the Parties has been executed, neither Party will be under any legal obligation of any kind whatsoever with respect to the Project by virtue of this agreement except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party reserves the right, in its sole discretion, to reject any and all proposals made by the other party or any of its Representatives with regard to the Project between the Parties and to terminate discussions and negotiations at any time.

5. **RIGHT AND PROPERTY IN CONFIDENTIAL INFORMATION**

5.1 All Confidential Information disclosed shall be and shall remain the property of the Disclosing Party. Within a reasonable period after being so requested in writing by the Disclosing Party, the Receiving Party shall return or destroy all documents thereof furnished to the Receiving Party by the Disclosing Party upon written intimation to the Receiving Party. Any Confidential Information that is not returned or destroyed, shall remain subject to the confidentiality obligations set forth in this Agreement.

6. **MISCELLANEOUS**

This agreement may not be amended except in writing signed by both Parties hereto. No failure or delay by any party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof 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.

7. **COMPLIANCE WITH APPLICABLE LAWS**

With respect to the Confidential Information, both the Receiving Party and the Disclosing Party shall comply with all applicable laws.



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8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement shall be governed by and construed in accordance with the substantive laws of India without conflict of law principles and the courts in Burdwan shall have exclusive jurisdiction. The obligations of the Parties under this agreement shall terminate one (1) year after the date hereof, except as otherwise explicitly stated above.

8.2 All disputes arising out of or in connection with this Agreement shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time). The place of arbitration shall be Burdwan, West Bengal, India.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of GRAFIX and CLIENT.

By: _____

Name:

Designation:

GRAFIX

By: _____

Name:

Address: