



उत्तर प्रदेश UTTAR PRADESH

DC 709655

NON-DISCLOSURE AGREEMENT

between

Intex Technologies (I) Ltd.,
a company duly established under the laws of India,
having its registered office at D-18/2, Okhla Industrial Area, Phase II, New Delhi 110020

and

ABES Engineering College,
a unit of Society for Educational Excellence,
a society duly established under the laws of India,
having its registered office at 80, Navyug Market, Ghaziabad 201003

ABES Engineering College and Intex Technologies (I) Ltd. are each hereinafter also referred to as the "Party" and, collectively, as the "Parties".

1. **PURPOSE.** For the purpose of executing a collaborative research project, each Party will furnish certain information to the other Party on the conditions herein set forth.
 - a. WHEREAS, the parties desire to discuss and/or exchange information regarding wire-less speakers systems;
 - b. WHEREAS, the parties wish to enter into discussions to design/innovate wireless connectivity of tower speaker system (via RF/BT or any other innovative technologies) for initiating a collaboration

and developing research projects of mutual interest;

- c. WHEREAS, Intex has proprietary interests such as patentable subject matter not yet covered by a patent application, other intellectual property, or other interests which require that the information be maintained in confidence; and the efforts made by ABES Engineering College shall be duly acknowledged in writing by Intex.
- d. WHEREAS, in connection with the Project, ABES may not disclose to the other certain proprietary technical, procedural, or business information which the disclosing party desires the receiving party to treat as confidential as it relates to the Project, without Intex R&D department head written confirmation.

[Signature]

[Signature]

2. DEFINITION As used in this Non-Disclosure Agreement (hereinafter referred to as the "Agreement") the term "Confidential Information" shall mean any information, disclosed by either Party and/or its Affiliated Companies (as defined below) to the other Party and/or its Affiliated Companies, whether (i) in writing, electronic, magnetic or other tangible form, provided that such information is marked with the name, sign, trade mark or trade name of the furnishing Party or is otherwise clearly and conspicuously marked as proprietary or confidential or (ii) orally or in other intangible form, provided that such oral information is designated as proprietary or confidential at the time of disclosure or (iii) any information disclosed, the nature of which makes it obvious that the information is proprietary or confidential. The Parties agree that any information on royalty rates and other commercial terms and conditions shall be deemed Confidential Information, regardless of marking and in which form it was furnished.

Information disclosed hereunder by a Party and/or its Affiliated Companies to the other Party and/or its Affiliated Companies shall not be Confidential Information

- (i) if it was already publicly known at the time of its disclosure hereunder, or becomes thereafter publicly known otherwise than through an act of negligence of the receiving Party,
- (ii) if it is demonstrably developed at any time by the receiving Party without any connection with the information received hereunder,
- (iii) if it is rightfully obtained at any time by the receiving Party from a third party without restrictions in respect of disclosure or use.
- (iv) is independently discovered by an employee, agent, or representative of the receiving party who had no knowledge of the Confidential Information disclosed; or use

3. NON-DISCLOSURE. In consideration of the furnishing Party disclosing Confidential Information, the receiving Party undertakes, for a period of two years (2 years) from the date of disclosure of Confidential Information, not to disclose to any third party any Confidential Information, not to use it otherwise than for the purpose of negotiating the Contemplated Agreement, and not to disseminate it among employees, officers or directors (collectively "Representatives") otherwise than to the extent strictly required for such purpose and provided each Representative is bound by written obligations of

confidentiality no less stringent than the provisions in this Agreement. The receiving Party undertakes to notify the furnishing Party immediately upon becoming aware of any breach of this Agreement by the receiving Party or by anybody to whom the receiving Party has disclosed the Confidential Information and to give all necessary assistance in connection with any steps which the furnishing Party may wish to take to prevent or stop such breach or threatened breach, or obtain compensation for such breach or threatened breach.

The receiving Party shall be liable for loss, inadvertent or unauthorised use or disclosure of Confidential Information by it and its Affiliated Companies. The receiving Party shall during the term of this Agreement and the confidentiality period thereafter use the same degree of care in safeguarding such Confidential Information as it uses for its own proprietary information of like importance, which it acknowledges shall not be less than a reasonable standard of care and, upon discovery of such inadvertent or unauthorised disclosure, notifies the other Party hereof and takes reasonable measures to prevent any further disclosure.

Should either Party inform the other Party that the Contemplated Agreement will not be concluded or should the Contemplated Agreement not come into force as therein stipulated, then the receiving Party shall not without the other Party's prior written consent make any further use, whether for its own benefit or for the benefit of any third party, of Confidential Information received under this Agreement.

4. PERMITTED DISCLOSURE. The receiving Party may pass Confidential Information to an Affiliated Company or a Consultant (as defined below) to the extent strictly necessary for the purpose of negotiating the Contemplated Agreement. In such event such Affiliated Company or Consultant may only use the Confidential Information to the same extent the receiving Party is permitted to do so hereunder, and the receiving Party hereby warrants and undertakes to see to it that such Affiliated Company or Consultant shall be bound by written obligations of confidentiality no less stringent than the provisions in this Agreement.

For the purpose of this Agreement, an "Affiliated Company" of a Party means a company or other legal entity which controls, is controlled by, or is under common control with such Party, but any such company or other legal entity shall be deemed to be an Affiliated Company only as long as such control exists, and for the purposes of this definition, "control" shall mean direct or indirect ownership of more than fifty percent (50%) of the voting power, capital or other securities of controlled or commonly controlled entity.



For the purposes of this Agreement, a "Consultant" of a Party means a properly constituted third party law firm of professionally qualified solicitors, lawyers, patent agents or patent attorneys engaged by that Party to provide professional services to that Party with respect to the Contemplated Agreement, and which firm is (and whose members and employees are) bound to that Party by obligations of confidentiality no less stringent than those set out in this Agreement.

5. EXCEPTIONS. Notwithstanding Article 3 hereof, the receiving Party shall not be prevented to disclose Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the receiving Party, to the extent possible, has first given prior written notice to the furnishing Party and made reasonable effort to protect the Confidential Information in connection with such disclosure.

6. TITLE/COPYING/RETURN. All Confidential Information and other information furnished hereunder shall remain the furnishing Party's property. The receiving Party undertakes not to copy Confidential Information and other information furnished by the other Party hereunder unless it is expressly permitted by such other Party in each case or necessary for the purpose of negotiating the Contemplated Agreement. All Confidential Information and copies thereof made by the receiving Party pursuant to this paragraph shall be promptly destroyed or returned by the receiving Party to the furnishing Party, upon receipt of the furnishing Party's request therefore or earlier at the receiving Party's option.

7. NO WARRANTY

All Confidential Information is provided "AS IS", either party makes no warranties, express, implied or

otherwise, regarding any Confidential Information

8. NO LICENSE. Nothing contained in this Agreement shall be construed as granting or conferring upon the receiving Party, whether expressly or impliedly, any right by license or otherwise under any proprietary or statutory right of the other Party existing prior to or coming into existence after the effective date of this Agreement.

9. REMEDIES. Each party agrees that any violation of this Agreement may cause **company goodwill & brand name injury** to other party, entitling other party to seek **injunctive relief up to cost of branding, market share & indirect cost involved on the project** for any violation or threatened violation in addition to all legal remedies.

10. GOVERNING LAW AND DISPUTES. The substantive laws of India shall govern this Agreement. All disputes, differences or questions between the Parties arising out of or in connection with this Agreement shall be finally settled under Arbitration and Conciliation Act, 1996. The proceedings shall take place in Delhi and shall be conducted in the English language. The courts of Delhi shall have exclusive jurisdiction.

11. TERM AND TERMINATION. This Agreement shall become effective when duly signed by the Parties, but the provisions of this Agreement shall apply retroactively also to any Confidential Information furnished for the purpose of this Agreement prior to the effective date hereof. This Agreement shall remain in force for one year from the effective date.

For the avoidance of doubt, any and all Confidential Information disclosed under this Agreement shall remain confidential according to this Agreement for a period of 2 years from the date of disclosure regardless of whether or not this Agreement still is in force.

This Agreement has been signed by the Parties in two (2) identical copies, of which each Party has taken one.

Place and date

Intex Technologies (I) Ltd.

By

Name

Title



Anitabh Kumar

Director

GHAZIABAD, June 3, 2016.

Place and date

ABES Engineering College

By

Name

Title



SURENDRA KUMAR

Dr.

(Director).