

# NON-DISCLOSURE AGREEMENT

This Agreement is made on [ Date ]

## PARTIES

**NetSet Software Solutions:** D-199, Level 4, Phase 8 B, Industrial Area, Mohali, 160071, Punjab, India

And

[Client Info]

## BACKGROUND

- (A) The Client and NetSet Software may provide certain confidential and/or proprietary information to each other in connection with the “**Business Purpose**” (the provision of general information technology services, programming services, support and maintenance services and computer software) and each desire that any such information provided shall be kept confidential by the other party.
- (B) In consideration of the disclosure of such information each party is willing to keep the other party’s information confidential in accordance with this Agreement.

## AGREEMENT

- For the purposes of this Agreement the term “**Confidential Information**” shall mean:
  - All information (whether oral or otherwise) and material (whether electronically recorded, in writing or otherwise) relating directly or indirectly to the Business Purpose and which, by its nature, should be treated as confidential or which is designated as such;
  - All information (whether oral or otherwise) and material (whether electronically, recorded, in writing or otherwise) relating directly or indirectly to the business, affairs, customers, products, developments, trade secrets, know-how and personnel of the disclosing party (or any parent, subsidiary or associated company of the disclosing party) and which, by its nature, should be treated as confidential or which is designated as such;
  - The fact that the parties are interested in or assessing the Business Purpose and/or are discussing the Business Purpose with each other; and
  - The terms of any agreement reached by the parties or proposed by either party (whether or not agreed) in connection with the Business Purpose.
- Each party agrees that, for a period of five years from receipt of Confidential Information from the other party hereunder, such party shall use the same means it uses to protect its own confidential and proprietary information to prevent the disclosure and to protect the confidentiality of Confidential Information received from the other party in whatever form.
- Each party may use the Confidential Information (and may provide the Confidential Information to its employees or professional advisers (who shall be required to comply with the terms of this Agreement) as applicable for their use) only in connection with the Business Purpose.
- The Confidential Information and all copies thereof shall be returned to the disclosing party by the receiving party within seven days of a request for such return by the disclosing party.
- The receiving party shall not have any obligation to the disclosing party hereunder in respect of any information which:
  - is or becomes publicly known otherwise than as a consequence of a breach of this Agreement by the receiving party;
  - is developed by the receiving party independently of and without reference to anything provided to

the receiving party by the disclosing party; or

- is obtained by the receiving party from a third party which is bona fide entitled to disclose such information.
- The receiving party acknowledges that the disclosing party makes no representation or warranty as to the reliability, accuracy or completeness of any Confidential Information and that the disclosing party shall have no liability in respect of the same.
- The receiving party acknowledges and confirms that, in the event of a default by the receiving party, damages will not be a sufficient remedy for the disclosing party. Accordingly, in addition to any and all other remedies which may be available to the disclosing party at law or in equity, the disclosing party shall be entitled to injunctive relief or specific performance of the receiving party's obligations hereunder.
- No failure or delay by the disclosing party in exercising any rights, power or legal remedy available to it hereunder shall operate as a waiver thereof.
- This Agreement sets forth the entire understanding and agreement of the parties and related persons with regard to the subject matter hereof and supersedes all prior agreements, arrangements and understanding related thereto. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with the Proprietary Material, this Agreement shall control. This Agreement may be amended superseded or cancelled only by a written instrument which specifically states that it amends, supersedes or cancels this Agreement, executed and delivered by an authorised officer of the company to be bound thereby.

## Signatures

Executed as an agreement for and on behalf of NetSet Software Solutions.		Executed as an agreement for and on behalf of the Client	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	