

Non-Disclosure Agreement

This Agreement is in connection with certain business discussions between

The Aaronsson Organization,

having its identifying information specified in Schedule 'A' hereinbelow attached (hereinafter called the 1ST PARTY, which expression, unless repugnant to the context herein, shall mean and include himself/itself, his/its principal, his/its associates, partners, heirs, executors and legal representatives, etc),

AND

Client / FUNDEE Entity's Legal Name,

having its identifying information specified in Schedule 'B' hereinbelow attached (hereinafter called the 2ND PARTY), which expression, unless repugnant to the context herein, shall mean and include himself/itself, his/its principal, his/its associates, partners, heirs, executors and legal representatives, etc.),

WHEREAS EACH PARTY (as the "Discloser") will make available to the other (as the "Disclosee"), among other things, certain information, concepts and materials concerning the Discloser and its customers that are proprietary to the Discloser and are confidential in nature. Such information, concepts and materials may include, without limitation, proposed international corporate ownership and control structures, customer and vendor names and addresses; supplier lists and sources; the business and marketing plans and strategies of the Party Company; financial information and financial plans and projections; product designs and formulations; production techniques and methods; accounting, record-keeping and financial reporting techniques and methods; system design, software, source code and documentation of the same; the details of third party interfaces; and the plans and results of research and development (all of which information, concepts and materials, provided in whatever form, are referred to collectively as "Information.")

AND WHEREAS UNLESS otherwise expressly provided herein, all items of information disclosed or provided by one party to the other are understood to be confidential, proprietary and/or trade secrets to the Discloser and Information subject to the terms and provisions hereof.

AND WHEREAS THIS Agreement is agreed and understood to bind the parties and all of their parent and subsidiary corporations.

NOW, THEREFORE, in consideration of and in exchange for the mutual promises and obligations set forth below, the parties, intending to be legally bound hereby, agree as follows:

1. Each party, as a Disclosee hereunder, shall hold all items of Information, including the existence of these discussions, in strict confidence and shall treat such Information with at least the same degree of care with which the Disclosee keeps its own confidential information. The Disclosee agrees NOT to
 - 1.1. disclose, communicate to any third party, or exploit any item of Information (other than for the purposes set forth herein and except as may be required by applicable law, order, rule or regulation).
 - 1.2. reverse engineer, de-compile or disassemble any item of Information, or, in either case, attempt to do any of the same, without the prior written consent of the Discloser
 - 1.3. communicate or do business directly or indirectly with any party, including lenders/PEs/VCS and/or other funds-providers, which or whom the disclosee(er) has come to know about in the course of this relationship subject of this Agreement.

2. Each party, as a Disclosee hereunder, agrees to study and use the Information only for the purpose of the above-mentioned discussions. The Disclosee further agrees not to disclose any Information to, or allow any Information to be studied or used by, any person who is not a director, officer, employee, affiliate, legal counsel, accountant, consultant or other representative (collectively, the "Representatives") of the Disclosee directly involved with the aforementioned discussions. The Disclosee shall ensure that each member of its organization, including Representatives, to whom Information is furnished, understands and has agreed to be bound by the provisions of this Agreement.
3. In the event the parties terminate their discussions, the Disclosee agrees to return promptly to the Discloser all Information received hereunder, contained in whatever form or medium, along with any copies, notes, or compilations that reflect or contain any Information, and to retain no such Information.
4. Nothing contained herein shall be construed as restricting or creating any liability for the disclosure, communication or use of any Information which:
 - 4.1. is or becomes generally available to the public other than as a result of a disclosure by the Disclosee or its Representatives;
 - 4.2. was available to the Disclosee or its Representatives on a non-confidential basis prior to being furnished to the Disclosee or its Representatives by the Discloser, provided that the Disclosee demonstrates such prior availability to the Discloser promptly upon receipt of the Information in question; or
 - 4.3. the Disclosee or its Representatives (who are not directly or indirectly involved in the aforementioned evaluation) independently develop without the use of any item of Information, and so notify the Discloser promptly upon completion of such development.
5. Each party, as a Disclosee hereunder, acknowledges that its compliance with the provisions set forth in this Agreement is necessary to protect the Discloser's legitimate proprietary interests; that a breach thereof may result in irreparable and continuing damage to the Discloser for which there may be no adequate remedy at law; and that in the event of any such breach, the Discloser would be entitled to injunctive and such other relief, including the award of damages, as may be proper. The Disclosee covenants that it will not defend or seek to defend against any petition for equitable relief by the Discloser on the basis that the Discloser has an adequate remedy at law. The parties agree that, in the event of a dispute arising hereunder, the legal fees and costs of the prevailing party, as determined by the adjudicating authority, will be borne by the non-prevailing party.
6. Each party, as a Disclosee hereunder, agrees that any work product, including without limitation, all copyrights, patents, trade secrets, know-how, software (including source code), and rights now or hereafter associated with any item of Information shall belong exclusively to the Discloser.
7. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors in interest and permitted assigns. If either party shall at any time be merged or consolidated into or with any other company, or substantially all of its assets are transferred to another company which succeeds to its business, the provisions of this Agreement shall be binding upon and inure to the benefit of the person or entity resulting from such merger or consolidation or to which such assets may be transferred. This provision shall apply in the event of successive transactions of like nature.
8. This Agreement represents the entire agreement of the parties, and supersedes all previous oral or written communications, representations, understandings, and/or agreements between the parties with respect to the subject matter hereof, and may be amended only by written instrument signed by all parties hereto.

- 9. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Kolkata, West Bengal, India.
- 10. Each party, as a Disclosee hereunder, agrees not to transfer, directly or indirectly, any product, technical data or software furnished hereunder, or the direct product of such technical data or software, to any country for which the Federal Government of the United States of America requires an export license or other governmental approval without first obtaining such license or approval.
- 11. The rights and obligations of this Agreement shall survive the termination of the discussions contemplated by this Agreement for five (5) years.

Agreed to and accepted as of YYYY-MM-DD, DDD.

for 1ST Party

for 2ND Party

(Signature of 1ST Party's Authorized Signatory)

(Signature of 2ND Party's Authorized Signatory)

GAIRIK BANERJEE, Geschäftsführer

FIRSTNAME LASTNAME, Designation

Aaronsson

Client / FUNDEE Entity's Legal Name

(Signature of Witness)

FIRSTNAME LASTNAME

Schedule 'A': 1ST PARTY

1.	COMPANY NAME	Aaronsson Limited
2.	CO. ADDRESS	Suite 1801, 18th Floor, City Tower 2, Sheik Zayed Road, Dubai, UAE
3.	REPRESENTED BY	Herr Mag. Gairik Banerjee
4.	NATIONALITY	USA + India
5.	PASSPORT #	452059957
6.	PLACE OF ISSUE	Engelhölm, Sverige
7.	TELEPHONE #	+91 988 3434 900
8.	EMAIL ADDRESS	gb2345@gmail.com
9.	HOME ADDRESS	Weidengasse 23, Langenzersdorf (bei Wien), Oberösterreich, 2103, Austria

Schedule 'B': 2ND PARTY

1.	COMPANY NAME	Client / FUNDEE Entity's Legal Name
2.	CO. ADDRESS	
3.	REPRESENTED BY	FIRSTNAME LASTNAME, Designation
4.	NATIONALITY	
5.	PASSPORT #	
6.	PLACE OF ISSUE	
7.	TELEPHONE #	
8.	EMAIL ADDRESS	
9.	HOME ADDRESS	