



Mutual NON-DISCLOSURE & NON CIRCUMVENTION AGREEMENT

This Non-Disclosure Agreement ("Agreement") made by and between WebMob Technologies, 312, Kalasagar Shopping Hub, Near Sattadhar Cross Road, Ahmedabad 380061 and the company / corporate entity whose contact information and authorized signatory appear in the signature block of this Non-Disclosure Agreement ("Parties").

WHEREAS, both parties wish to transmit and to receive certain confidential, non-public and proprietary information concerning business and operations which relates to any or all of the following:

Certain design and development data, documentation, algorithms, programs, technical descriptions, techniques, customer lists, supplier lists, marketing plans, financial information, other trade secrets and confidential information, and documents including, but not limited to flow charts, record layouts, error description, forms, logic diagrams, printed materials, programming aids, on-line screen report layouts and any form and relating to any hardware, software and processing techniques (the "Confidential Information").

WHEREAS, both parties wish to receive this Confidential Information solely for the purpose of the development or continuation of a business relationship; and

WHEREAS, the parties intend to protect each other against the intentional or unintentional disclosure of any of the Confidential Information made available by each party (: Disclosing Party") to the other party ("Recipient");

NOW THEREFORE, in consideration of the parties disclosing the Confidential Information to Recipient, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees to abide by each and every term and condition hereof as necessary to preserve the restricted nature of the Confidential Information furnished by Disclosing Party to Recipient and that Recipient's failure to comply with any of the terms and conditions hereof will result in irreparable damage to the Disclosing Party in an amount now impossible to calculate. In recognition of the foregoing, Recipient hereby agrees as follows:

- 1) Recipient shall require its affiliated companies, and its and their agents, representatives (including attorneys, accountants, and financial advisors), directors, officers, employees, and independent contractors (collectively, "Representatives") to abide by the terms of this Non-Disclosure Agreement to the same extent that Recipient is required to do so. Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

- 2) Subject to the provisions of paragraph 5, Recipient agrees to abide by the determination that the Confidential Information furnished to it is confidential in nature, proprietary and highly valuable, and to take all necessary and appropriate steps to safeguard such Confidential Information from disclosure to anyone. In furtherance of the foregoing, recipient agrees that it will not, without the prior written authorization of the Disclosing Party, duplicate or distribute any Confidential Information to anyone other than authorized Representatives who need to know such information for purposes of evaluating a potential Transaction, who are informed by Recipient of the confidential nature thereof and who agree to be bound by this or other equivalent Non-Disclosure Agreement. Recipient also agrees not to use any of the Confidential Information for any other purpose than those set forth herein, including any competitive purpose.
- 3) Recipient agrees, except as provided in paragraphs 2 , not to make any Confidential Information available to any other person or group for any purpose whatsoever. Recipient further agrees that, without the Disclosing Party's prior written consent, that it will not disclose to any person the fact that it has obtained Confidential Information from the Disclosing Party regarding Disclosing Party's company or that discussions or negotiations are or may be taking place concerning a possible Transaction. The recipient also agrees that it will not have any contact with any party involved in business with the Disclosing Party or advising the Disclosing Party's business without express written permission.
- 4) Recipient agrees that, at the conclusion of its business relationship with the Disclosing Party or at such other date as Disclosing Party requests, all copies of the Confidential Information, in any form whatsoever, (including any notes, reports, transmittal letters or other writing prepared by Recipient or Representatives concerning the Disclosing Party), will be returned by Recipient and Representatives to the Disclosing Party or be destroyed.
- 5) This Agreement shall not apply nor shall any such "information" be considered "confidential information" if (i) it was or becomes generally available to the public other than as a result of disclosure by Recipient or Representative or any person to whom Recipient transmits Confidential Information in violation of this Non- disclosure Agreement or (ii) it becomes available to Recipient from a source other than the Disclosing Party (or any agent, advisor or subsidiary of the Disclosing Party), provided that such source itself is not bound by a confidentiality agreement with the Disclosing Party or otherwise to your knowledge prohibited from disclosing such information by a legal, contractual or fiduciary obligation.
- 6) Recipient understands and acknowledges that the Disclosing Party is not making any warranty, express or implied, as to the accuracy or completeness of Confidential Information and that neither the Disclosing Party nor any of its officers, directors, employees, stockholders, owners, affiliates, subsidiaries, agents, or representatives will have any liability to Recipient or any other person resulting from Recipient's or any other person's use of or reliance upon Confidential Information. The obligations of confidentiality under this Agreement survive the

Agreement and extend to the future. The grant of confidentiality itself is not to be implied as any form of license to entry into this business relationship which is subject to ultimate vetting and to a License Agreement itself.

This Agreement shall be governed by and construed in accordance with the laws of the India and shall be binding on the parties, their successors and assigns.

If at any time when the Confidential Information is in Recipient's possession or in the possession of a Representative, such information is subpoenaed or demand for production is made by any other form of legal process by a court, administrative or legislative body or any other person or entity purporting to have authority to subpoena or demand the Confidential Information, Recipient shall not produce it without first giving the Disclosing Party written notice of the subpoena or demand within a reasonable time prior to the time when it must be produced to object to such production.

Agreed and Accepted

IN WITNESS HEREOF, the parties hereby execute this Non-Disclosure Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

WebMob Technologies

Print Name: Pramesh Jain

Title: Founder, Proprietor

Date:

Signature:



(Company / Corporate Entity Name)

(Print Name / Title)

(Date)

(Signature)