MUTUAL CONFIDENTIALITY AGREEMENT

 This Confidentiality Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_ by and between **Optimizory Technologies Pvt. Ltd.** located at **1st Floor, 4831/24, Ganj Govind Lane, Ansari Road, Darya Ganj, New Delhi, 110091, India** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# RECITALS

1. Optimizory Technologies Private Limited (hereby referred to as Optimizory) is a company engaged in development and distribution of Software Products.
2. Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ desire to exchange certain information in connection with one or more transactions that Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ propose to enter into, subject to the following terms and conditions.

# AGREEMENT

 NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree as follows:

1. **Confidential Information.** Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and their respective officers, directors, agents, employees, and representatives, shall treat as confidential and shall not disclose to any third party any Confidential Information received from the other party.
	1. For purposes of this Agreement, the term “Confidential Information” shall mean and include all information identified as confidential, including, but not limited to, information regarding the disclosing party's business, products, operations, methods, practices, assets, trade secrets, financial position, contractual rights and obligations, know-how, customers, suppliers, prospects, pricing structure, marketing plans, product and service developments, policies and procedures and other confidential information and shall include confidential information of such party’s subsidiaries.
	2. Confidential Information shall not mean or include any information (i) that is in the possession of the receiving party on a non-confidential basis at the time it is disclosed by the disclosing party, (ii) that is or becomes publicly available (except by virtue of a breach of this Agreement or other confidentiality obligation known to the receiving party), (iii) that was or is obtained from a source other than the disclosing party not in violation of any independent obligation of confidentiality to the disclosing party, or (iv) where the disclosing party has consented in writing to its disclosure.
2. **Restricted Use.** The Confidential Information shall be used solely in connection with the proposed transaction(s) between Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Confidential Information shall be distributed, disseminated or disclosed only to those employees, officers, directors, agents, representatives and advisors, including, but not limited to accountants and attorneys, who have a need to know such information, and each party shall notify such persons of and require them to adhere to the terms of this Agreement. Each party shall be responsible for the actions of those persons to whom such party disseminates the information. Each party and each person to whom such party discloses Confidential Information shall be bound by any obligation of confidentiality or non-disclosure to third parties included in the Confidential Information provided by the disclosing party.
3. **Return of Confidential Information.** Upon request of the disclosing party, the receiving party shall promptly return the Confidential Information and any copies, summaries, reports, or references related thereto, provided that the receiving party’s attorney may maintain one copy solely of such summaries, reports and references for the purpose of establishing what information was disclosed.
4. **Term.** This Agreement shall remain in full force and effect for a period of five (5) years from the last date of disclosure hereunder.
5. **Public Announcement; Trading in Securities.** Neither party shall issue any press release or make any public announcement relating to this Agreement or any transactions contemplated hereby without the prior written approval of both Optimizory and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; provided, however, that either party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly-traded securities (in which case the disclosing party will use its reasonable efforts to inform the other party prior to making the disclosure).
6. **Equitable Relief.** The non-breaching party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies, but shall be in addition to other remedies available at law or in equity.
7. **No Waiver.** No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof. Nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
8. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision hereof is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.
9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the local laws of New Delhi, India.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first set forth above.

For

Optimizory Technologies Private Limited

By:
Name:

Title:

Date:

For

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:
Name:

Title:

Date: