



ClickWorkForce

Non Disclosure Agreement

This agreement is entered into between ("**disclosing party**") & the party identified in the signature block below (**the "recipient"**) as of the last date set forth below.



1

In furtherance of the Permitted Uses (as defined below), the Disclosing Party may make available to the Recipient under the provisions of this Agreement, certain data and information including, but not limited to, information and documentation relating to:

- **Concepts, designs, and strategic direction;**
- **Products and services (including requirements therefore);**
- **Sales, pricing and customers; and**
- **Other information and data of a business, financial, commercial and/or technical nature.**

2

Recipient acknowledges the proprietary rights of Disclosing Party in and to all such data and information mentioned in Clause 1 above and agrees that all such data and information which is identified as confidential or which may be reasonably presumed to be so at the time of disclosure shall be regarded as “Confidential Information” of the Disclosing Party for the purposes of this Agreement.

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Recipient further acknowledges that the Confidential Information is properly considered to be trade secrets in that it involves processes and compilations of information and data which are secret, confidential and not within the public domain and which are the products of Disclosing Party's expenditure of time, effort, money and/or creative skills.

4

For the avoidance of doubt, and subject to the provisions of Clause 8 below, any data, information, item or other matter disclosed to Recipient by Disclosing Party after the execution of this Agreement shall be conclusively deemed to be the Disclosing Party's Confidential Information unless Disclosing Party, in its sole discretion, states otherwise in writing.

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Recipient also acknowledges and agrees that the Confidential Information is disclosed to Recipient on a confidential and secret basis and solely for use by the Recipient to consider whether to enter into a business relationship with Disclosing Party or the conduct of such business relationship (the “Permitted Uses”). Accordingly, Recipient shall maintain and protect the Confidential Information with the same degree of care and control as it uses to keep confidential its own confidential information and which it warrants as adequate for such purposes but not less than a reasonable degree of care.

6

Recipient agrees that it will not:

- **Use, sell, publish, disclose or otherwise divulge the Confidential Information to any person except to officers, employees and agents of Recipient who have a need to know the Confidential Information for the Permitted Uses and who are bound by similar nondisclosure terms; and/or**
- **Permit its officers, employees or agents to so divulge the Confidential Information, without the prior written consent of an officer of Disclosing Party. The Recipient shall be solely responsible for any unauthorized use or disclosure of the Disclosing Party's Confidential Information.**

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The Recipient shall use Confidential Information only in connection with the Permitted Uses, and shall not use nor cause to be used any Confidential Information in the course or pursuit of any other purposes or otherwise with any person or entity.

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The obligations of confidentiality hereunder shall not apply to any data or information which:

- **Is in the public domain at the time of disclosure to Recipient or which is thereafter disclosed to Recipient, as a matter of right (or which the Recipient reasonably believes is disclosed as a matter of right), by a third party without obligation of confidentiality; or**
- **Is known by the Recipient prior to receipt hereunder, as evidenced by contemporaneous written records; or**
- **Passes into public domain at any time after disclosure to Recipient by acts other than the unauthorized acts of Recipient or some other third party; or**
- **Is required to be disclosed by the Recipient by any applicable law, regulation, court order or by competent judicial, governmental or other authority provided that the Recipient shall, as soon as reasonably possible after becoming aware of the required disclosure, notify Disclosing Party thereof and cooperate with the Disclosing Party, at the Disclosing Party's expense, in seeking appropriate protective measures. The Recipient shall only be permitted to furnish that portion of the Confidential Information that is necessary to comply with the relevant order or requirement.**

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Recipient agrees that all tangible objects containing or relating to the Confidential Information are the sole and exclusive property of Disclosing Party. Recipient will not remove any such tangible objects from the premises of Recipient except where necessary for the Permitted Uses and Recipient will, upon expiration of the obligations of confidentiality hereunder or earlier demand by Disclosing Party, forthwith return to Disclosing Party all materials which were furnished to Recipient hereunder and shall not make or retain copies for its use or for any other purpose.

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Recipient acknowledges that Disclosing Party does not make or give any representation, warranty or undertaking (either express or implied) as to the accuracy or completeness of any of the Confidential Information disclosed by it. In particular, the Recipient understands and agrees that future product plans may be subject to change without notice at any time and that Disclosing Party shall have no obligation to execute such plans and shall have no liability as a result of any change to such plans. Accordingly, Disclosing Party shall not be liable, in tort or otherwise, for any loss or damage (including any indirect, consequential or special loss or damage) which may arise out of the use of or reliance upon the whole or any part of the Confidential Information by the Recipient or any third party on its behalf.

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No provision of this Agreement shall limit any rights of Disclosing Party under any copyright, patent, or other applicable law. Further, neither the delivery of documents or materials containing any Confidential Information nor any part of this Agreement shall amount to or be construed as granting any license, consent, title to or right or interest in any part of the Confidential Information in favor of the Recipient.

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Disclosing Party shall not be responsible for any claims or costs (including any claim for lost profit or any expenses) incurred in anticipation of, or arising out of the failure of, the parties to enter into a further legal relationship in respect of the business relationship anticipated hereunder.

13

The obligations of confidentiality hereunder shall continue in full force and effect in respect of each item of Confidential Information for a period of seven (7) years following the date of its first disclosure hereunder.

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If any provision of this Agreement is held to be invalid, illegal or unenforceable under governing law, then such provision shall be automatically modified to the extent necessary to make it valid, legal and enforceable while preserving the intent of the parties, and all other provisions of this Agreement shall be regarded as fully valid and enforceable unless otherwise proved. This Agreement is the complete and exclusive statement of the parties in relation to the subject matter hereof and supersedes all prior or simultaneous written or oral proposals and understandings relating thereto, all of which are expressly excluded.

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This Agreement shall be governed by and must be construed in accordance with the laws of India, and both parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State. This Agreement may be executed in one or more counterparts (including by facsimile), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

In witness where of, the parties hereto have each caused this Agreement to be signed and delivered by its duly authorized representative, as an instrument under seal, as of latter of the dates shown below:

Sign Here	Sign Here
Recipient Name	Disclosing Party