



Non-Disclosure Agreement

This Non-Disclosure Agreement (this “**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between:

Enuncia Global Media Solutions OPC Pvt Ltd (“**Service Provider**”), an Indian company, with its registered address / principal office of business located at UG-6, Westend Mall, Janakpuri, New Delhi-58

And

_____ (“**Service Provider**”), a _____ company, with its registered address / principal office of business located at _____

Hereinafter, Service Provider and **Enuncia Global** shall be jointly referred to as the “**Parties**” and each of them individually as a “**Party**”.

1. “**Confidential Information**” shall mean any and all proprietary and confidential information and trade secrets with respect to Enuncia Global’s business, including without limitation information relating to its products, technology, processes, drawings, specifications, programs, models, financial information and projections, formulae, methods, techniques, composition, compound, development, plan, vendor information, customer information, research reports, map data, clinical data, financial data, know-how, developments, designs, improvements, software programs, products, marketing or business plans and strategies, corporate structure for regulatory compliance, forecast, personnel data, customer and supplier lists and other valuable business information and opportunities, materials relating to the proprietary technical, financial, customer or business affairs of Enuncia Global (whether prepared by Enuncia Global, its advisers or otherwise) that is provided to Service Provider in connection with the services to be provided by Service Provider to Enuncia Global, by or on behalf of Enuncia Global, in any form (including in writing, electronically, computerized, orally or otherwise) which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labelled as such) to Service Provider.



ENUNCIA GLOBAL MEDIA SOLUTIONS OPC PRIVATE LIMITED

UG-6, WESTEND MALL, JANAKPURI, NEW DELHI, DELHI - 110059, INDIA

☎ +91-93150 56112 ✉ info@enuncia.global 🌐 www.enuncia.global



2. Service Provider shall not disclose any Confidential Information, and not reproduce, divulge, publish or make this Confidential Information available to third parties, directly or indirectly, without the prior consent of Enuncia Global (excluding those persons expressly referred to in Article 5 below who may have a requirement to access this Confidential Information).
3. Service Provider shall use the Confidential Information solely for the purposes of performing the Services and shall not use it to secure a commercial advantage with respect to Enuncia Global or its clients. Service Provider also agrees not to reverse-engineer, decompile, or disassemble any software that is provided to Service Provider by Enuncia Global. Nothing in this Agreement shall be deemed to grant a license, directly or by implication, under any registered design, patent, copyright, trade secret, or patent application.
4. Service Provider shall not create, or arrange to create, any copies of the Confidential Information, except as reasonably required for the performance of the Services, in which case all copies shall be the property of Enuncia Global. All Confidential Information, and copies thereof (if applicable), shall be immediately destroyed or returned to Enuncia Global upon termination/completion of the Services.
5. Service Provider agrees that any disclosure of the Confidential Information within Service Provider's organization shall be limited to those employees that have a requirement to access the Confidential Information in order to perform the Services in a correct manner, in which case Service Provider is obliged to inform said persons about the existence and terms of this Agreement, and where Service Provider shall be liable in respect to Enuncia Global for any non-compliance by said persons with any of the obligations established herein.
6. Service Provider acknowledges that the Confidential Information contains valuable proprietary information that is owned by Enuncia Global or its clients, any unauthorized disclosure could result in a substantial commercial and financial loss to Enuncia Global or its clients.
7. Service Provider recognizes Enuncia Global's proprietary rights over the client base and accounts that Service Provider may come into contact with. Service Provider shall also refrain from contacting and dealing directly with Enuncia Global's clients in a way that goes against Enuncia Global's interest.



ENUNCIA GLOBAL MEDIA SOLUTIONS OPC PRIVATE LIMITED

UG-6, WESTEND MALL, JANAKPURI, NEW DELHI, DELHI - 110059, INDIA

☎ +91-93150 56112 ✉ info@enuncia.global 🌐 www.enuncia.global



In particular, Service Provider agrees that it shall not, while performing the Services, and for a period of one year immediately following completion/ termination of said Services, either directly or indirectly, call on, solicit, or poach any Enuncia Global clients with whom Service Provider first became acquainted through Enuncia Global while performing the Services, either for Service Provider's own benefit or for the benefit of any other person or entity.

8. In the event of a breach or threatened breach by Service Provider or its employees of the terms of this Agreement, Enuncia Global shall be entitled to claim damages against Service Provider and to implement any other remedy legally applicable to this respect.
9. The Confidential Information is provided by Enuncia Global "as-is", without warranty of any kind, expressed or implied. Neither Enuncia Global nor any of its clients accept any responsibility or liability for any expenses, losses, or actions incurred or undertaken by Service Provider as a result of its use of the Confidential Information.
10. For the purposes of this Agreement, Confidential Information shall not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to Enuncia Global's disclosure hereunder.
11. In the event of Service Provider, or any of its employees, being legally required to disclose to any public entity or legal authority all or part of the Confidential Information, the entity or person so requested shall be required to notify Enuncia Global immediately, so that Enuncia Global can initiate the appropriate legal actions to obtain suspension of the request or waive the obligation to fulfil the provisions of this Agreement. If the suspension is not obtained or if Enuncia Global does not waive the obligations of this Agreement, Service Provider, or responsible individual, shall only provide that part of the Confidential Information that, based on the written legal opinion of Enuncia Global's legal counsel, can be legally requested. In addition, Service Provider, on a best-efforts basis, shall ensure that the recipient treats the Confidential Information as strictly confidential.
12. This Agreement shall commence on the Effective Date and shall survive for an indefinite period.





13. Service Provider shall provide adequate protection for sensitive Enuncia Global information, and/or from its clients. In order to guarantee that, Enuncia Global shall conduct annual security assessments to Service Providers who access sensitive information or have physical access to Enuncia Global facilities.
14. Service Provider shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of Enuncia Global. This Agreement shall ensure to the benefit of and be binding on the successors and permitted assignees of Enuncia Global and Service Provider.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the country of India, without regard to its conflict of law's provisions. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to the courts of Delhi, India.

IN WITNESS WHEREOF, the Parties hereto shall, through the intermediary of their duly authorized representatives, sign this Agreement, for the sole purposes described above, on the date indicated above.

For Enuncia Global Media Solutions

Sign: _____

Name: Manoharan Nair

Designation: CEO

For _____

Sign: _____

Name: _____

Designation: _____

