

## NON-DISCLOSURE AGREEMENT

**NOTICE TO USER: BY DOWNLOADING FILE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ IT CAREFULLY.**

The terms and conditions that follow set forth a legal agreement between you ("the Recipient") (either an individual or named company), and Geometric Ltd. having its registered office at Plant 6, Pirojshanagar, Vikhroli (West), Mumbai 400 079, India (hereinafter "Geometric"), relating to the NestLib® Application Programming Interface (API) reference guide/Net wrapper files/sample test application ("Documentation") from Geometric that you wish to download.

**THIS NON- DISCLOSURE AGREEMENT (THE "AGREEMENT") SHALL GOVERN YOUR DOWNLOAD, INSTALLATION AND USE OF THE DOCUMENTATION. IF YOU DO NOT ACCEPT OR AGREE WITH THESE TERMS, YOU MAY NOT DOWNLOAD OR USE THE DOCUMENTATION.**

**YOU ARE REQUIRED TO ACCEPT THE TERMS OF THE AGREEMENT BEFORE YOU CONTINUE TO DOWNLOAD OR USE THE DOCUMENTATION.**

The Recipient is willing to accept information disclosed by Geometric confidentially subject to the terms of this Agreement.

NOW THEREFORE the parties agree as follows:

1. "Confidential Information" means any information furnished or disclosed, in whatever form or medium, by Geometric to the Recipient including without limitation, information relating to the business of Geometric, contract terms, financial information, business procedures, processes, techniques, methods, ideas, discoveries, inventions, processes, developments, technologies, NestLib® Application Programming Interface (API) reference guide/Net wrapper files/sample test application, records, product designs, source code, product planning, trade secrets, and any information created by a Recipient based upon Confidential Information, all of which is deemed confidential and proprietary.

2. The Recipient will use the Confidential Information only for the purposes of internal evaluation of one of Geometric's technologies "NestLib®" and collaboration on a proposed business relationship between Geometric and Recipient, and will make no use of the Confidential Information, in whole or in part, for any other purposes. The Recipient agrees to refrain from disclosing Confidential Information to third parties, unless Geometric has given its prior written authorization. The Recipient further agrees to keep confidential all Confidential Information and to take all reasonable steps to preserve the confidential and proprietary nature of the Confidential Information. The Recipient shall have legally binding non-disclosure agreements with its employees, that subject such employees to the same obligations as are imposed on the Recipient in respect of the Confidential Information.

3. Notwithstanding any other provisions of this Agreement, each party acknowledges that Confidential Information will not include any information that the Recipient can demonstrate: (a) was publicly available at the time of disclosure, or later became publicly available through no act or omission of the Recipient; (b) was in its possession at the time of disclosure; (c) was rightfully received by the Recipient from a third party without any

obligation of confidentiality; or (d) was independently developed by the Recipient or for it and that was not obtained, in whole or in part, from Geometric or from Confidential Information.

4. In the event that the Recipient is requested or required by court order to disclose any Confidential Information, the Recipient will provide immediate notice of such request to Geometric and will use reasonable efforts to resist disclosure, until an appropriate protective order may be sought, or a waiver of compliance with the provisions of this Agreement granted. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient is nonetheless, in the written opinion of its counsel, legally required to disclose Confidential Information, then, in such event, the Recipient may disclose such information without liability hereunder, provided that Geometric has been given a reasonable opportunity to review the text of such disclosure before it is made and that the disclosure is limited to only the Confidential Information specifically required to be disclosed.

5. Geometric may elect at any time to terminate further access to Confidential Information. Upon written request, the Recipient will return to Geometric all Confidential Information in any form and promptly destroy any and all material or information derived from the Confidential Information, including any copies.

6. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of Geometric acquired prior to or after the date of this Agreement.

7. Regardless of the termination of any business relationship or negotiations between the parties, the

obligations and commitments established by this Agreement will remain in full force and effect for an indefinite term after the acceptance of this Agreement by the Recipient.

8. The Confidential Information protected by this Agreement is of a special character, such that money damages would not be sufficient to avoid or compensate for any unauthorized use or disclosure of the Confidential Information. The parties agree that injunctive and other equitable relief would be appropriate to prevent any such actual or threatened unauthorized use or disclosure. The remedy stated above may be pursued in addition to any other remedies available at law or in equity, and the Recipient agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation to enforce any provision hereof, the prevailing party will be entitled to recover all costs, including its reasonable attorneys fees and costs, incurred in connection with the litigation.

9. This Agreement is not and will not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This Agreement is to evidence the parties' agreement to maintain the confidentiality of the Confidential Information, and will not constitute any commitment or obligation on the part of either party to enter into any specific contractual arrangement of any nature whatsoever.

10. Geometric does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose of any information disclosed to the Recipient hereunder. Neither Geometric nor its representatives will have any liability or responsibility to the Recipient (except as pursuant to this Agreement) or to any other person or entity resulting from the use of any information so furnished or otherwise provided.

11. The laws of the Republic of India shall govern the interpretation of this Agreement, without reference to its rules regarding conflicts of law.

12. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

13. If any term or provision of this Agreement is found to any extent to be invalid, void, or unenforceable, the remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

14. This Agreement constitutes the parties' entire Agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral.