



NON –DISCLOSURE AGREEMENT

I, the undersigned, recognize and understand that the CEON Solutions Pvt. Ltd, supported by Center for Innovation Incubation and Entrepreneurship (CIIE) at **Indian Institute of Management Ahmedabad**, has the objectives of providing IT solutions and consultancy for integrated Education Process Management. CEON conducts research and develops software solutions for Campus Automation and Multiple Intelligence Analysis of every child. Also conducting research on web based technology to provide better and innovative problem solving solutions to educational institutes using data mining and related areas.

In the course of its continuing work/project with **CEON**, the company and **Employees or Business Partner** will receive confidential information about **CEON**, and its design, engineering, research, development, software, marketing, manufacturing processes, pricing, and business plans. Company and its Employees or Agent have agreed to receive such information on a confidential basis and to disclose it only as provided for in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The term "**Confidential Information**" shall mean information about CEON disclosed to Company in oral, written, graphic, recorded, photographic, or any machine-readable form in connection with any present or contemplated project, contract, or relationship between CEON and Company and which is identified as being of a confidential or proprietary nature.
2. Company will issue Confidential Information only for the purposes for which it has been given such Information by CEON, and will provide such Information only to those of its Employees or **Business Partner** who (i) have a need to know the same, and (ii) become a party to and bound by this Agreement by signing it as provided below prior to receiving any such Information. Company and Employees or Agent will not disclose Confidential Information to any third party, to any parent or subsidiary or affiliated companies, to any of its divisions or operating units other than those working directly with CEON on the project, contract, or relationship giving rise to the disclosure of such Information, or to any of Company's employees or agents who have not become a party to this Agreement. Company shall use the same degree of care to protect and safeguard the confidentiality of Confidential Information as it uses to protect and safeguard the confidentiality of its own proprietary information, and Company represents and covenants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information.
3. Company may disclose Confidential Information if the same:
 - (a) was in the public domain at the time it was disclosed;
 - (b) Was known to the Company at the time it received such information, as evidenced by contemporaneous documentation in Company's files;
 - (c) is disclosed with the prior written approval of CEON;
 - (d) Is disclosed more than five years from the date of this Agreement;
 - (e) Becomes known to Company from a source other than CEON without breach of this Agreement by Company;
 - (f) is disclosed to a third party by CEON without restrictions against non-disclosure similar to those contained in this Agreement;



CEON Solutions Pvt. Ltd

Corporate Office : 3rd Floor, Shalvik Avenue, Naranpura (Cross Road), Ahmedabad - 380013, Gujarat, INDIA

Registered Office : 54-Saptak, Sci. City Road, Behind Sukan Mall, Ahmedabad, Gujarat, INDIA

URL: www.ceon.in, **E-mail**: info@ceon.in **Tel**: 079-64501583



- g) is disclosed pursuant to the order or requirement of a court; administrative agency, or other Government body;
- (h) Provided that in any action to enforce or remedy a breach of this Agreement, Company shall have the burden of establishing the applicability of the subsection on which it relies.

4. The Information shall remain the sole property of the Owing Party, the disclosure of Information by the

Owning Party is in strictest confidence and thus the Receiving Party agrees to:

- a. Use the Information only for the Permitted Purpose and disclose the Information only to those employees of Receiving Party having a need to know in order to accomplish the Permitted Purpose;
- b. Advise each such employee of the obligations of the Receiving Party under this Agreement before he or she receives the Information; and
- c. Return to Owning Party all materials containing Information or confirm to Owning Party in writing the destruction of all materials containing Information within 15 days of a request by Owning Party.

5. An employee or agent may become a party to this Agreement by signing a counterpart thereof, a copy of which shall be provided to CEON within five days of signature.

6. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, relating to any Confidential Information disclosed to Company for any invention, discovery, or improvement made, conceived, or acquired prior to or subsequent to the date of this Agreement.

7. This Agreement shall be governed by, and construed in accordance with the laws of the State of GUJARAT.

8. If the signing authority is the partner then CEON is obliged to maintain the confidentiality of partner /client/Third Party. Since CEON is a product company this is NDA for its product ,if there is a joint technical work between CEON and company /individual then while signing additional MOU will be signed ith specification of technical information for confidentiality.

9. This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating thereto, except as expressly otherwise provided, and may not be altered, modified, or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties hereto.

If th process. The failure of either party to insist upon the performance of any of the terms, covenants, conditions or provisions of this Agreement shall not be considered a waiver or relinquishment of future compliance therewith; nor shall a waiver by either party of any breach or any term, covenant, condition, agreement or provision, operate as a waiver of any other term, covenant condition, agreement or provision

I have carefully gone through this agreement and confirm my agreement with its terms:

Sign:
Name:
Organization:
Designation:
Date:
Location/ Address

Sign:
Name:
Designation
FOR-Ceon Solutions Pvt.Ltd



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