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NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and effective on _____,

BETWEEN

_____, a _____ corporation, operating out of _____, ("Company") including the Company's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement,

AND

Vitality Leadership (Trading name: Vitality Living) registered office at Sai Spandan, Westgate, Puttaparthi, Andhra Pradesh 515134, India, ("Vitality Living"), including its employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement.

Pursuant to commercial arrangement between the parties whereby *Company may appoint Vitality Living to complete training engagements which might involve coaching, training workshops, consulting and culture change activities* ("Purpose"), Company may share its Confidential Information with Vitality Living, including the authorized employees, agents, coaches and trainers of Vitality Living.

Vitality Living may be given access to Company's Confidential Information for the said Purpose. In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- any information which has commercial value and is either (i) technical information, including patent, copyright, trade secret and other proprietary information, techniques, sketches,

drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products including, without limitation, pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, personnel information, future business plans, and any other information which is proprietary and confidential to Company.

- specifically indicated by Company, either verbally or in writing, as confidential; [L] [SEP]
- under the circumstances of the disclosure, that are to be treated as confidential; regardless of the media that contains the information.

Confidential Information does not include information, which: [L] [SEP]

- is generally available to the public at the time of its disclosure to Vitality Living;
- becomes known to the public through no fault/action of Vitality Living in violation of the terms herein;
- is legally known to Vitality Living at the time of disclosure by Company; [L] [SEP]
- is furnished by Company to third parties without restriction; or
- is furnished to Vitality Living by a third party who to Vitality Living's knowledge legally obtained said information and the right to its disclosure:
- Developed independently by Vitality Living. [L] [SEP]

2. Restrictions on Use

A. Vitality Living will not disclose any Confidential Information to third parties for any purpose without the prior written consent of Company. However, where Vitality Living is required to disclose Confidential Information in accordance with judicial or other governmental action, Vitality Living will give reasonable prior

notice.

- B. Vitality Living will not use any Confidential Information for any purposes except those expressly contemplated or authorized by Company. [L] [SEP]
- C. Vitality Living will take the same reasonable security precautions as it takes to safeguard its own confidential information. [L] [SEP]
- D. Vitality Living undertakes to impose the confidentiality obligations on all directors, officer and employees or other persons who work for Vitality Living or under its direction and control or have been appointed by Vitality Living as a coach, consultant, trainer on any agreed projects with Company, and who will have access to the Confidential Information. [L] [SEP]
- E. Vitality Living will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by Company. [L] [SEP]

3. Ownership and Warranties

- A. All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of Company.
- B. Similarly, Company does not own any of the intellectual property of Vitality Living, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- C. The confidentiality restrictions contained herein shall operate in respect of the intellectual property of Company including processes, methodologies, methods, know-how, trade secrets, copyright, patent etc.
- D. Except to the extent expressly provided, nothing contained in this agreement shall be construed as giving the Vitality Living any right, title or interest in the intellectual property rights of Company. Vitality Living shall not use such intellectual property

at any time for any purpose except to the extent authorized by Company in writing. [L] [SEP]

4. Applicability of Provisions

- A. The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- B. If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law. [L] [SEP]
- C. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. [L] [SEP]

5. Injunctive Relief

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance and such other relief as may be proper.

6. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in India.

7. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

COMPANY _____

By: Name: Title: Date:

VITALITY LIVING

By: Name: Title: Date:

