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Global Headquarters
1513 Lynch Lane
Clarksville IN 47130
USA

Manufacturing Plants
USA
INDIA

Technical and Sales Offices
Asia Pacific
INDIA

South America
MEXICO

Central America
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Europe and Mediterranean
CYPRUS

Middle East
EGYPT

MUTUAL NON-DISCLOSURE & NON-COMPETE AGREEMENT

This Agreement, made and entered on

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between **Siddhi Integrated Manufacturing Services, Inc**

(hereinafter referred to as "SIMS")

and

.....
located at

.....
(hereinafter referred to as "Company")

WHEREAS, SIMS and Company are desirous of exchanging certain information, which the disclosing party considers proprietary, in connection with business transactions between the companies; and

WHEREAS, SIMS and Company each agree to treat such proprietary information of the other party under the terms and conditions of this Agreement;

THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. "Proprietary Information" as used herein shall mean the proprietary data, inventions, trade secrets, patent applications, engineering design approaches, engineering specifications, prototypes of hardware and software existing in laboratories and test sites, product plans and information, technical information, marketing information and other business related information disclosed during the term of this Agreement, by one party to the other party, which is stamped or subsequently identified in writing as "Proprietary", "Confidential", or with a similar legend denoting the proprietary interest therein of the disclosing party.



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"Proprietary Information" shall not include any data, information or device that is:

- a. in the possession of the receiving party or its related companies prior to its disclosure by the disclosing party and is not subject to other restrictions on disclosure or use;
- b. independently developed by the receiving party or its related companies;
- c. publicly disclosed by the disclosing party;
- d. rightfully received by the receiving party or its related companies from a third party without restrictions on disclosure or use;
- e. approved for unrestricted release or unrestricted disclosure by the disclosing party;
- f. available by the inspection of products or services marketed without restrictions or offered for sale or lease without restrictions in the ordinary course of business by either party hereto or others;
- g. in the possession of the receiving party or its related companies after 2 (two) years from the date of disclosure; or
- h. produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party the opportunity to defend, limit or protect such production or disclosure.

2. SIMS and Company agree

- a. not to disclose Proprietary Information of the other party outside the receiving party and its related companies,
- b. to limit dissemination of the other party's Proprietary information to only those of the receiving party's and its related companies' personnel who require access thereto to perform their functions;
- c. to return Proprietary Information to the disclosing party upon receipt of written request therefore from the disclosing party; and
- d. to use the other party's Proprietary Information solely for the purpose of evaluating such Proprietary Information.



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The standard of care to be utilized by the receiving party in the performance of the obligations set forth in this Paragraph 2 shall be the standard of care utilized by the receiving party in treating its own Proprietary Information.

3. In the event any information, documentation or devices disclosed or made available by one party to the other contain one or more of the disclosing party's restrictive or proprietary legends, such legends shall not impose any additional obligations or restrictions upon the receiving party and such information, documentation and devices shall be subject solely to the terms and conditions of this Agreement.
4. Nothing contained in this Agreement shall be construed as granting or conferring upon the receiving party any license under patents or copyrights of the disclosing party, and no such license or other rights shall arise from this Agreement or from any acts or statements or dealings resulting from or related to the execution of this Agreement or performance of the obligations of the parties here-under. Each party agrees not to use information provided under this Agreement to guide or aid a search and evaluation for purposes of showing information provided here-under is publicly known. Each party undertakes that it will not include Proprietary Information of the other in any application for patent or utility model or design protection in any country filed by it on its behalf. Each party retains ownership to all technology related to Proprietary information disclosed by its here-under including all improvements, modifications or derivative works made by this party and any patents resulting therefrom.
5. Unless otherwise terminated or canceled by either party by written notice to the other party, the term of this Agreement shall be for a period of 2 (two) years from the effective date of this Agreement; provided, however, the obligations of the parties shall survive any expiration, termination or cancellation of this Agreement.
6. This Agreement shall be deemed to be a contract made under the laws of the State of Indiana, United States of America and for all purposes shall be interpreted and construed in its entirety in accordance with the laws of said State and the Country.



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7. This Agreement embodies the entire understanding and obligations of the parties with respect to the subject matter hereof and supersedes all prior representations and agreements with respect to the subject matter hereof. No amendment or modifications of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized representative. This Agreement may not be assigned by either party without the other party's written consent, which consent shall not be unreasonably withheld. In the event the parties enter into the contemplated business arrangement, the treatment of the Proprietary Information shall be in accordance with the contractual provisions of such arrangement.

IN WITNESS WHEREOF, the respective parties duly authorized have caused this Agreement to be executed and effective as of the date first above written.

For SIMS:

..... Name & Title Signature Date Executed
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For Company:

..... Name & Title Signature Date Executed
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..... Name & Title Signature Date Executed
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