

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on _____ by and between _____, located at _____

_____ (the "Disclosing Party"), and **DVN TRADERS** and address at **A-23/24, Pranik Garden, Mahavir Nagar, Above HDFC Bank, Kandivli (West) Mumbai – 400067 India** (the "Recipient" or the "Receiving Party").

The Recipient here to desires to participate in discussions regarding **NON DISCLOSURES OF THE DESIGNS SEND BY THE DISCLOSING PARTY** (the "Transaction"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is here by acknowledged, the parties here to agree as follows:

1. Confidential Information

(a) The company manufacturer's finished jewelry including all type of Jewelry like rings, bangles, hair accessories, necklaces, bracelets, earrings, pendants, set jewelry, pendent sets, Findings, etc. And manufactured in all type of precious metals and non-precious metals and all type of real diamonds, cubic zirconia, Gem Stones, and all type of precious and non-precious stones and colour stones in the jewelry.

(b) The Design created by and for the disclosing party will have whole and sole rights and exclusivity rights only for the Customized design of the Disclosing Party anywhere in the world and the designs selected from Recipient design bank will be having whole and sole rights only in the Disclosing Party's Zone.

[DVN TRADERS]
Recipient / Seller Disclosing Party
COMPANY: DVN TRADERS
Name: Mr. Vishal D. Choksi
Sign:

[_____]
COMPANY: _____
Name: _____
Sign:

2. **Definition of Confidential Information.**

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to : (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flowcharts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Not with standing anything in the fore going to the contrary, Confidential Information, shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes right fully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 here of shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

3. **Disclosure of Confidential Information.**

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set for in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but

[DVN TRADERS]
Recipient / Seller Disclosing Party
COMPANY: DVN TRADERS
Name: Mr. Vishal D. Choksi
Sign:

[_____]
COMPANY: _____
Name: _____
Sign:

not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

4. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party here under. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained here in is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are governed by Federal Rule of Evidence 408.

5. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of an abroad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

[DVN TRADERS]
Recipient / SellerDisclosing Party
COMPANY: DVN TRADERS
Name: Mr. Vishal D. Choksi
Sign:

[_____]
COMPANY: _____
Name: _____
Sign:

6. Term.

This Agreement shall remain in effect for a two-year term. Once the tenure of the agreement ends, with the consent of both the parties and further business in lieu the agreement will be renewed. Not with standing the fore going, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

7. Minimum Order.

The minimum order value and the minimum order quantity per line item that the Seller will accept are indicated in the Seller's Quote, where less than minimum quantities are ordered the Seller will communicate with the Disclosing party for the consent of increasing the desired minimum order quantity and if it is still not accepted by the Disclosing party the seller has right to discontinue with that particular design from the order for which the MOQ is Not Satisfied.

8. Master Model, Mould & Design Creation

The design shared by the disclosing party are to be created as per the requirements of disclosing party and only after the approval and satisfaction of the output of master by the disclosing party the master will be used for further production as per the orders and requirement. The master creating cost will be bearded by the Disclosing party where the master creation charger may vary from design to design and the charges will be shared by seller to the disclosing party.

9. Legal Venue.

Unless the same master or mould been used for the merchandise, created by seller and designed by disclosing party, is sold by seller to any companies world-wide, in which case those companies will be litigated or arbitrated in the United States of America and shall be governed by the laws of the United states of America.

Any disputes arising from this Contract will be litigated or arbitrated in India. This Agreement shall be governed in accordance with the laws of Indian Government.

10. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed here under is of a unique and valuable character, and that the unauthorized dissemination of the Confidential
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

[DVN TRADERS]
Recipient / Seller Disclosing Party
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Name: Mr. Vishal D. Choksi
Sign:

[_____]
COMPANY: _____
Name: _____
Sign: