



NON-DISCLOSURE AGREEMENT LIVINGSTONE VEHICLES PRIVATE LIMITED

This Agreement is made by and between **Livingstone Vehicles Pvt. Ltd.**, a Private Limited corporation having its principal place of business at A 38, Block A, Sector 67, Noida 201301, India and _____, an individual/ a representative of a private/ Government organization whose principal mailing address is _____ ("Recipient").

1. Definition of Confidentiality: As used in this Agreement, "Confidential Information" refers to 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, future business plans and any other information which is proprietary and confidential to Company.

2. Nondisclosure and Nonuse Obligations: Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of Company with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.

3. Research and Development on Go-Kart: Recipient agrees and acknowledges that any research, design, innovation, development or improvement related to go-karts conducted under or during the course of employment/engagement with Livingstone Vehicles Pvt. Ltd. shall be the sole intellectual property of the Company. Recipient shall not, under any circumstances, claim ownership, file for individual patent rights, or commercially exploit such R&D work. Any such rights shall vest exclusively with Livingstone Vehicles Pvt. Ltd.

4. Survival: This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") and Paragraph 3 ("Research and Development on Go-Kart") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Recipient by Company.

5. Governing Law: This Agreement shall be governed in all respects by the laws of India, as such laws are applied to agreements entered into and to be performed entirely within India. Business discussions and operations held outside India shall have governing laws as per International Court of Justice.

6. 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 (including monetary damages if appropriate).



7. Entire Agreement: This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

COMPANY:

By: _____
Name: _____
Title: _____
Date: _____

RECIPIENT:

By: _____
Name: _____
Date: _____
Mobile/Phone: _____