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Ideas!

May 21, 2021

Non-Disclosure Agreement – Confidentiality Agreement

THIS AGREEMENT, made as of May 21, 2021. is by and between **Stallion Technologies Ltd (Disclosure)**, having a place of business at **15225 Shadygrove Rd, Rockville MD USA 20850** **ManekTech (Recipient)** having a place of business address **ManekTech (Recipient)** having a place of business address at **4th Floor, Timber Point, Beside Kotak Mahindra Bank, Near Prahaladnagar Garden, Prahaladnagar Road, Ahmedabad, Gujarat - 380015, India**

The parties hereto agree to enter into discussions and contract project details (**CONTRACT WORK**) for the purpose of producing software products, application software, Internet applications, databases and or other ancillary products developed, produced and managed by **Vicky Shah**

These discussions may lead to a contract(s) or agreement(s) concerning supplies and/or services between the parties and/or the manufacture and sale of a Product, Products, services or parts thereof. In the course of such discussions it will be necessary for the parties to disclose to each other certain information which they deem to be confidential ("CONFIDENTIAL INFORMATION") for purposes of evaluation and to determine the desirability of entry into such business contract. The CONFIDENTIAL INFORMATION may include, without limitation, business plans, financial data, technical data, programming code, plans to programmatically control code and other items pertaining to any subject matter as may be necessary or desirable for such evaluation. To protect such CONFIDENTIAL INFORMATION, the parties (the party disclosing the CONFIDENTIAL INFORMATION and the party receiving same are hereinafter called "DISCLOSER" and "RECIPIENT", respectively) agree as follows:

1. To be protected hereunder, all information regarding any CONTRACT WORK provided by DISCLOSER to RECIPIENT, whether on a one-time basis or on multiple contract projects is deemed CONFIDENTIAL INFORMATION during and after work completion for the term of this agreement.
2. RECIPIENT agrees to receive and hold all such CONFIDENTIAL INFORMATION acquired from DISCLOSER in strict confidence and to disclose same within its own organization only, and only to those of its employees who have agreed in writing (under Recipient's own blanket or specific agreement form) to protect and preserve the confidentiality of such disclosures and who are designated by RECIPIENT to evaluate the CONFIDENTIAL INFORMATION for the aforementioned purposes. Without affecting the generality of the foregoing, RECIPIENT will exercise no less care to safeguard the CONFIDENTIAL INFORMATION acquired from DISCLOSER than RECIPIENT exercises in safeguarding its own confidential or proprietary information.
3. RECIPIENT agrees that it will not disclose or use CONFIDENTIAL INFORMATION received from DISCLOSER, in whole or in part, for any purposes other than those expressly permitted herein. Without affecting the generality of the foregoing, RECIPIENT agrees that it will not disclose any such CONFIDENTIAL INFORMATION to any third party, or use same for its own benefit or for the benefit of any third party.
4. The foregoing restrictions on Recipient's disclosure and use of CONFIDENTIAL INFORMATION acquired from DISCLOSURE shall not apply to the extent of information (i) known to RECIPIENT prior to receipt from DISCLOSER (ii) of public knowledge without breach of RECIPIENT's obligations hereunder, (iii) rightfully acquired by RECIPIENT from a third party without restriction on disclosure or use, (iv) disclosed by DISCLOSER to a third party without restriction on disclosure or use, or (v) independently developed by RECIPIENT relies as relieving it of the restrictions hereunder on disclosure or use of such
5. CONFIDENTIAL INFORMATION, and provided further that in the case of any of events (ii), (iii), (iv), and (v), the removal of restrictions shall be effective only from and after the date of occurrence of the applicable event

6. The furnishing of CONFIDENTIAL INFORMATION hereunder shall not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or For bearance from any other right of action (except as to permitted activities hereunder), by DISCLOSER to RECIPIENT under any of DISCLOSER's patents or other intellectual property rights.
7. This Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of CONFIDENTIAL INFORMATION by DISCLOSER to RECIPIENT within (thirty six) 36 months thereafter, at the end of which time the Agreement shall expire. Upon expiration or termination of this Agreement, RECIPIENT shall immediately cease any and all disclosures or uses of CONFIDENTIAL INFORMATION acquired from DISCLOSER(except to the extent relieved from restrictions pursuant to paragraph 4 above) and at DISCLOSER's request RECIPIENT shall promptly return all written, graphic and other tangible forms of the CONFIDENTIAL INFORMATION (including notes or other documents, drawings, sketches, photos etc. thereof made by RECIPIENT in connection with the disclosures by DISCLOSER) and all copies thereof made by RECIPIENT except one copy for record retention only.
8. The obligations of RECIPIENT respecting disclosure and use of CONFIDENTIAL INFORMATION acquired from DISCLOSER shall survive expiration or termination of this Agreement and shall continue for a period of three (3) years thereafter or, with respect to any applicable portion of the CONFIDENTIAL INFORMATION, until the effective date of any of the events recited in paragraph 4, whichever occurs first. After such time RECIPIENT shall be relieved of all such obligations.
9. In the event that the parties enter into a written contract concerning a business relationship of the type contemplated herein, the provisions of such contract concerning confidentiality of information shall supersede and prevail over any conflicting provisions of this Agreement.
10. RECIPIENT ensures that his employees will not share or disclose project details, client details in any means, if any practice that is been seen then strict actions will be taken by RECIPIENT.

Each party acknowledges its acceptance of this Agreement by the signature below of its authorized officer on duplicate counterparts of the Agreement, one of which fully executed counterparts is to be retained by each party.

Firm Name	Stallion Technologies Ltd / Healthcare800, AdvanceQT	ManekTech
Name	Dan Austin MD	Vicky Shah
Designation	Director of Operations	Sr.Business Development Manager
Address	15225 Shadygrove Rd, Rockville MD USA 20850	4th Floor, Timber Point, Beside Kotak Mahindra Bank, Near Prahaladnagar Garden, Prahaladnagar Road, Ahmedabad, Gujarat - 380015, India
Sign		<i>Vicky Shah</i>



OUR GLOBAL PRESENCE

Headquarter

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Send your queries, comments & suggestions to
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