	Pharmanza Herbal Pvt. Ltd. Plot No 214, Borsad - Tarapur Road, Kaniya - 388430
Title	Non Disclosure Agreement

Confidential Information


- (1) The Employee acknowledges that he/she will receive and have access during the term of his employment to Confidential Information. Confidential Information shall not include any information which:
 - Was in the public domain prior to the date of receipt by the Employee;
 - Was in the Employee's lawful possession prior to the date of communication by the "Pharmanza Herbal Private limited" ("the employer");
 - Becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Employee;
 - Was supplied to the Employee by a third party having the lawful right to do so;
 - Was independently developed by the Employee without use of the Confidential Information; or
 - The Employee is required by law to disclose, provided that the Employee first notifies the Employer that it is required to disclose such Confidential Information and he allows the Employer a reasonable period of time to contest the disclosure of such Confidential Information.
- (2) All right, title and interest in and to the Confidential Information shall remain the exclusive property of the Employer and the Confidential Information shall be held in trust by the Employee for the benefit of the Employer. The Employee shall not, directly or indirectly, use or exploit the Confidential Information for any operational, commercial or other purpose whatsoever or in any manner detrimental to the Employer or disclose, disseminate, impart or grant access to the Confidential Information to any person for any purpose.
- (3) The Employee shall not copy, reproduce in any form or store in any retrieval system or database the Confidential Information without the prior written consent of the Employer, except for such copies, reproductions and storage as may be reasonably required internally by the Employee for the purpose for which the Employee receives the Confidential Information.

Employer Property

All materials relating to the business and affairs of the Employer, including, without limitation, all manuals, documents, reports, equipment, working materials and lists of customers or suppliers prepared by the Employer or by the Employee in the course of the Employee's employment are for the benefit of the Employer and are and shall remain the property of the Employer.

Equitable Remedies

The parties hereto agree that any breach by the Employee of this agreement shall be deemed to cause the Employer irreparable harm which cannot be adequately

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compensated in damages and the Employer, in addition to all other remedies, shall be entitled to injunctive or other equitable relief to restrain such breach.

Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

Severability

If any provision in this Agreement is determined to be invalid, void or unenforceable by the decision of any court of competent jurisdiction, which determination is not appealed or appealable for any reason whatsoever, the provision in question shall not be deemed to affect or impair the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision or portion thereof shall be severed from the remainder of this Agreement.

Successors and Assigns


This Agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, executors and administrators or successors and permitted assigns, as the case may be.

Print Name	Signature	Date

Print Name – Witness	Signature – Witness	Date

Confidential Information

- (1) The Students/ Trainee acknowledge that he/she will receive and have access during the term of his training to Confidential Information. Confidential Information shall not include any information which:
 - was in the public domain prior to the date of receipt by the Student / Trainee;

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- was in the Student's / Trainee's lawful possession prior to the date of communication by the "Pharmanza Herbal Private limited" ("the Company");
 - Becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Student / Trainee;
 - was supplied to the Student / Trainee by a third party having the lawful right to do so;
 - was independently developed by the Student / Trainee without use of the Confidential Information; or
 - the Student / Trainee is required by law to disclose, provided that the Student / Trainee first notifies the Company that it is required to disclose such Confidential Information and he allows the Company a reasonable period of time to contest the disclosure of such Confidential Information.
- (2) All right, title and interest in and to the Confidential Information shall remain the exclusive property of the Company and the Confidential Information shall be held in trust by the Student / Trainee for the benefit of the Company. The Student / Trainee shall not, directly or indirectly, use or exploit the Confidential Information for any operational, commercial or other purpose whatsoever or in any manner detrimental to the Company or disclose, disseminate, impart or grant access to the Confidential Information to any person for any purpose.
- (3) The Student / Trainee shall not copy, reproduce in any form or store in any retrieval system or database the Confidential Information without the prior written consent from the company, except for such copies, reproductions and storage as may be reasonably required internally by the Student / Trainee for the purpose for which the Student / Trainee receives the Confidential Information.

Company Property

All materials relating to the business and affairs of the Company, including, without limitation, all manuals, documents, reports, equipment, working materials and lists of customers or suppliers prepared by the Company or by the Student / Trainee in the course of the Student's / Trainee's Training are for the benefit of the Company and are and shall remain the property of the Company.

Equitable Remedies

The parties hereto agree that any breach by the Student / Trainee of this agreement shall be deemed to cause the Company irreparable harm which cannot be adequately compensated in damages and the Company, in addition to all other remedies, shall be entitled to injunctive or other equitable relief to restrain such breach.

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Print Name	Signature	Date
Print Name – Witness	Signature – Witness	Date