

Non-Disclosure Agreement

You are hereby, being furnished with confidential information that has been prepared by **Gosain Engineering and Medical Services Group, © Copyright GEMS Group** (The "**Company**"), and you may be furnished with additional information by the Company or by its representatives or agents in connection with evaluating a possible transaction with the Company. By your acceptance and as a condition hereof, you agree to treat all information concerning the Company which is furnished to you by or on behalf of the Company, whether furnished before or after the date of this agreement and regardless of the manner in which it is furnished, together with analyses, studies or other documents or records prepared by you or any of your employees or agents (collectively, "**Representatives**") to the extent that such analyses, studies or documents contain or otherwise reflect or are generated from such information (hereinafter collectively referred to as the "**Evaluation Material**"), in accordance with the provisions of this agreement.

You hereby agree that the Evaluation Material will be used solely for purposes in connection with a possible transaction with the Company, and that such information will be kept permanently confidential by you and your Representatives and you will not distribute this Evaluation Material or any part hereof to others at any time without the prior written consent of the Company. You agree to restrain your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material and shall be responsible for any such breach hereof. This Evaluation Material is being delivered for informational purposes and upon the express understanding that it will be used only for the purposes set forth above. In the event that the possible transaction which is the subject of this agreement is not completed or at the Company's request, you shall promptly return to the Company all written material containing or reflecting any information contained in the Evaluation Material and will not retain any copies, extracts or other reproductions in whole or in part of such written material.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement and that Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation relating to this agreement, the prevailing party shall be entitled to receive reasonable legal fees and costs incurred in connection with such litigation. Law of land, in vogue of the country, where company is being/ already registered for operation will govern the terms and conditions of this agreement.

You also agrees to indemnify and hold harmless the Company of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of or relating to your work and/or action.

Your retention of the Evaluation Material shall constitute acceptance of the terms and conditions hereof. If you do not agree to the terms hereof, please do not read the Evaluation Material and immediately return such to the Company. We would nonetheless appreciate your kindly signing and returning one copy of this agreement which will constitute our agreement with respect to the subject matter hereof.

Dated: _____

(Digital Signature): _____

(Print Name): _____