

## Mutual Confidentiality Non-Disclosure Agreement

This is a Mutual Confidentiality Non-Disclosure Agreement (the "Agreement") by and between The Hackett Group, Inc., (hereinafter referred to as "Hackett") with its principal place of business at 1001 Brickell Bay Drive, Suite 3000, Miami, Florida 33131 and \_\_\_\_\_ (hereinafter referred to as the "Contracting Party"), having a principal place of business at \_\_\_\_\_.

This Agreement shall be effective as of \_\_\_\_\_ and, if not stated, as of the date of execution hereof. Each Party understands that both Hackett and Contracting Party may be disclosing its confidential information to the other. As the situation may require, the parties are hereinafter referred to individually as the "Disclosing Party" or "Receiving Party," or referred to collectively as the "Parties."

1. The Parties have each developed and acquired extensive proprietary and confidential technical and economic information relating to their respective businesses. The technical information developed includes, but is not limited to, computer software (source codes and object codes), reports, programming aids or materials, documentation, manuals, charts, specifications, formulas, descriptions, diagrams, screen displays, schematics, blueprints, drawings, tapes, listings, inventions, records or other materials, and any draft of any of the foregoing ("Technical Information"). The Technical Information, services, product concepts and designs, customer lists, product sources, business relationships with manufacturers and distributors, operational strategies, marketing techniques, business plans and strategies, costs and fees, personnel information, trade secrets, discoveries, inventions, programs, employee lists or resumes, designs, drawings, specifications, models, data, documentation, diagrams, flow charts, research, development, equipment and machinery, information related to customers, financial information, and/or other data or information related to the business, operations, methods, systems, processes, applications and formulae which Disclosing Party considers confidential or in good faith to be valuable or sensitive or holds in confidence from the general public (whether or not reduced to writing, or tangible or intangible) are sometimes collectively referred to herein as the "Confidential Information."
2. The Parties are interested in reviewing certain Confidential Information of each other to evaluate the desirability of entering into a business arrangement with each other (the "Engagement").
3. The Disclosing Party is agreeable to disclosing to the Receiving Party such Confidential Information as the Disclosing Party in its sole discretion deems appropriate, provided, however, said Confidential Information is to be used for the sole purpose of enabling Receiving Party to evaluate the desirability and feasibility of the Engagement.
4. Receiving Party agrees to:
  - (a) Treat as confidential all Confidential Information, which has been or may hereafter be made available by the Disclosing Party, directly or indirectly, and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential information);

- (b) Provide access to Confidential Information only to those employees of Receiving Party upon a need-to-know basis, make its employees aware of the obligations in this Agreement, and be responsible for breaches of this Agreement by its employees;
  - (c) Not disclose Confidential Information to any third party without Disclosing Party's express prior written consent;
  - (d) Not make copies (electronic or otherwise) of any Confidential Information without the prior written authorization of the Disclosing Party and immediately upon the Disclosing Party's request, return or destroy all originals, copies, and summaries (electronic or otherwise) of Confidential Information;
  - (e) Not use, decompile, or reverse engineer the Disclosing Party's Confidential Information or other information Disclosing Party treats as proprietary or designates as confidential whether or not owned or developed by the Disclosing Party, for any purpose other than for the purpose set forth in Section 3 hereof, unless such information is in the public domain.
5. Receiving Party's commitments of confidentiality and non-use set forth in Paragraph 4 above shall not extend to:
- (a) disclosure of limited Confidential Information as may be reasonably required in the sole opinion of Hackett to disclose to prospective subcontractors, provided, however, that such third parties may be required to execute a Confidentiality Non-Disclosure Agreement;
  - (b) disclosure of information that is generally available to the public, provided such information has not entered the public domain by or through the Receiving Party, and provided, further, that such information is not disclosed in conjunction with Confidential Information which is otherwise proprietary and confidential;
  - (c) disclosure of information that was in Receiving Party's possession or known by Receiving Party without restriction prior to receipt from the Disclosing Party;
  - (d) disclosure of information that was rightfully disclosed to Receiving Party by a third party without restriction;
  - (e) disclosure of information that was independently developed by Receiving Party without use of any Confidential Information of the Disclosing Party; or
  - (f) disclosure of Confidential Information that is required to be disclosed by law or court order provided the Receiving Party promptly notifies the Disclosing Party who may want to attempt to seek a protective order at Disclosing Party's expense.

Receiving Party agrees that its obligations set forth in Paragraph 4 above shall continue until the information in question comes within one of the designated exceptions of this Paragraph 5.

6. Notwithstanding the provisions of this Agreement, either party may disclose to any and all other parties, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated herein and all materials prepared by either party relating to such tax treatment and tax structure. This exception is intended solely to comply with the presumption set forth in Treasury Regulation Section 1.6011-4(b)(3)(iii) and is not intended to permit the disclosure of any information to the extent such disclosure is not required in order to avoid any transaction contemplated by this Agreement being treated as a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).
7. It is understood that no rights in, or license under, any present or future Confidential Information is either offered or granted to Receiving Party by this Agreement. It is further understood that, except as may otherwise be set forth in a signed, written agreement between the Parties, the Disclosing Party makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Confidential Information, and Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from its use of the Confidential Information.
8. Receiving Party agrees that Disclosing Party may suffer irreparable injury resulting from any breach of this Agreement, and that a remedy at law for any breach by Receiving Party of the covenants and agreements set forth herein may be inadequate, and therefore agrees that Disclosing Party, in addition to having an action at law for damages and all other available rights and remedies, shall be entitled to seek injunctive relief to enforce the covenants contained herein.
9. This Agreement supersedes any prior agreement between the Parties relating to the subject matter of this Agreement, and embodies the entire agreement of the Parties. This Agreement shall be binding on the assignees and successors-in-interest of Receiving Party, and in the case of Hackett, LeewayHertz Technologies Private Ltd, and shall inure to the benefit to Disclosing Party and its successors and assigns.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of laws provisions thereof. Each of the Parties hereby submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or of any Florida State court sitting in Miami-Dade County for purposes of all legal proceedings arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the Parties irrevocably waives, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
11. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS

(WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

- 12. The prevailing Party in any action related to or arising out of this Agreement whether such action is at the trial or appellate level, shall be entitled its reasonable attorney's fees and court costs.
- 13. The waiver, failure, and/or delay of the Parties to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. The right and remedies of the Parties set forth in this Agreement are in addition to any rights or remedies the Parties may otherwise have at law or in equity.
- 14. If any provision of this Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.
- 15. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and no amendment, modification, or addition hereto, or waiver hereof, shall be effective unless in writing, specifying such amendment, modification, addition or waiver, and signed by the Party sought to be bound thereby. The Parties hereto agree that for the purpose hereof, facsimile counterpart signatures are acceptable.
- 16. All notices to be given under this Agreement must be in writing, addressed to the receiving party's designated representative at the address for the receiving party specified below. Notices are validly given upon the earlier of confirmed receipt by the receiving party or three (3) days after dispatch by courier or certified mail, postage prepaid, properly addressed to the receiving party. Notices may also be delivered by telefax and will be validly given upon written confirmation of receipt. Either Party may change its address for purposes of notice by giving notice to the other Party in accordance with these provisions.
- 17. Addresses for Notice:

Contracting Party

The Hackett Group, Inc.

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Via Facsimile

Via Facsimile

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With copy to:  
The Hackett Group, Inc.  
1001 Brickell Bay Drive  
Suite 3000  
Miami, FL 33131  
Attn: Corporate Counsel  
Via Facsimile: (305) 702-7000

18. The Parties hereto agree that for the purpose hereof, facsimile counterpart signatures are acceptable.

Accepted And Agreed To:

Contracting Party	The Hackett Group, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____