

NON-DISCLOSURE AGREEMENT

Confidential

Name: VEDYA VISWANATHAN

Address: 6/678 'USHTAS'

OPPOSITE Y.M.C.A, CALICUT, KERALA 673001

Signature: Vidya

Date: SEPTEMBER 3 2005

DHYANAPEETA CHARITABLE TRUST

INDIA:

Nithyanandapuri, Kallugopahalli,
Bidadi, Bangalore District
Karnataka, INDIA

NON-DISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this SEPTEMBER 3, 2005 ("Effective Date") by VIDYA VISWANATHAN ("Volunteer") and Dhyanapeeta Charitable Trust ("Foundation").

Volunteer understands that he/she is voluntarily applying for the "Learning from the Master" Program ("Program") conducted by the Foundation. Volunteer declares that to promote the immense benefit to him as a person and his life in general, and with a deep desire to achieve fruition of his spiritual quest, he/she is voluntarily offering his commitment of time and effort to serve, to volunteer, and to spread the mission of Sri Nithyananda Swami ("Leader"), the Foundation and other sister organizations of the Foundation.

Volunteer acknowledges the possibility of substantial public and media interest in Foundation's spiritual leader, Sri Nithyananda Swami ("Leader") and Foundation. Volunteer acknowledges that during the course of Volunteer's relationship and/or communications with Leader and/or Foundation, Volunteer may have access to Confidential Information and/or Confidential Materials (as defined below). In consideration of the opportunity to have a relationship and/or communication with Leader, Foundation, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. For the purposes of this Agreement "Confidential Information" means all information learned by Volunteer in connection with the relationship between Volunteer and Leader and/or Foundation or the provision of services or goods by Volunteer to Leader and/or Foundation, whether written, oral or observed. Without limiting the generality of

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the foregoing, "**Confidential Information**" includes information of any nature, with or without further written designation, relating to:

(a) the personal lives, schedules, habits, places of residence, travel arrangements or plans, property, practices, interests, family, guests and/or events associated with Leader or Foundation;

(b) any techniques, ideas, inventions, processes, models, know-how, and discoveries developed, created, conceived of, or reduced to practice by anyone associated with Foundation, Leader, or agents of Foundation (including by Volunteer in the course of Volunteer's relationship with Leader and/or Foundation);

(c) forms, policies, and other forms of written and nonwritten (including intangible) data, experience, and information relating to Leader, Foundation, and/or their followers or agents;

(d) the services provided by Volunteer to Leader and/or Foundation; and/or

(e) any systems developed or under development for use at Foundation's or Leader's places of residence, including without limitation, any information about existing or proposed security equipment, security monitor, or security systems at locations visited by Leader.

"**Confidential Materials**" shall mean all tangible materials containing Confidential Information, including without limitation, summaries, notes, drawings, photographs, databases, written or printed documents or information recorded on digital or electronic media, whether machine-readable or user-readable.

2. No Confidential Information or Confidential Materials shall be used by Volunteer except as required for Volunteer's performance of the required services for Leader or Foundation or as expressly authorized in writing by Foundation. Volunteer shall not disclose or permit the disclosure of any Confidential Information or Confidential Materials to any third party without Foundation's explicit written approval in advance of any such disclosure. Without limiting the generality of the foregoing, Volunteer shall not

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(a) be involved in the preparation of any book, article, story, video or film (fictionalized or otherwise) about or that relates to or resembles Foundation, Leader, Leader's family, friends, associates or business or personal interests, or Volunteer's relationship with such individuals or give interviews regarding such matters; or

(b) disclose the existence of this Agreement, the relationship between Foundation, Leader and Volunteer, or any information relating thereto, to any person or entity for any purpose, including without limitation, marketing or advertising activities or activities that imply endorsement of any practices, services or products by Foundation or Leader.

3. Volunteer shall use Volunteer's best efforts to protect all Confidential Information and Confidential Materials. Volunteer shall not make any duplicate copies of any Confidential Information or Confidential Materials, except as expressly permitted by Foundation in writing.

4. Volunteer shall notify Foundation promptly upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement, and shall cooperate with Foundation in every reasonable way to help Foundation regain possession of the Confidential Information or Confidential Materials and prevent their future unauthorized use. At Foundation's request or upon the completion of any work for or communications or relationship with Leader and/or Foundation, Volunteer shall return all originals, copies, reproductions, and summaries of Confidential Materials or, at Foundation's option, Volunteer shall destroy Confidential Materials and certify in writing destruction of the same.

5. Volunteer acknowledges that Foundation desires to restrict the disclosure of the existence and details of its and Leader's relationship with Volunteer. Therefore, Volunteer hereby agrees that Volunteer shall not:



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(a) use the name of Leader or Foundation without the prior written consent of Foundation; or

(b) disclose the existence of this Agreement, the nature of any relationship between Volunteer and Leader and/or Foundation, or any information disclosed to Volunteer pursuant to or in relationship to this Agreement or Volunteer's relationship with Leader or Foundation, regardless of whether any of the foregoing are available to the general public.

6. It is agreed and understood that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information or Confidential Materials or other breach of this Agreement and that in the event of breach or threatened breach of this Agreement either Foundation or Leader shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief against Volunteer as may be deemed proper by a court of competent jurisdiction. Notwithstanding the foregoing, if Volunteer breaches the provisions of this Agreement, Foundation, acting on behalf of itself and Leader, shall be entitled, in addition to but not as a limit on any other remedies available to Foundation or Leader, to recover automatically any proceeds or remuneration of any nature received by Volunteer, directly or indirectly, in connection with or as a result of the disclosure or misuse of Confidential Information or Confidential Materials or other breach of this Agreement.

7. All Confidential Information and Confidential Materials are and shall remain the property of Leader and Foundation. By disclosing information to Volunteer, neither Foundation nor Leader grants any express or implied right to any other person, including Volunteer, to any such Confidential Information or Confidential Materials.

8. Nothing in this Agreement is intended to restrict Volunteer from making any disclosures required by law or legal process. If Volunteer is required to disclose Confidential Information or Confidential Materials by law or legal process, Volunteer must immediately

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notify Foundation so that Foundation may contest the disclosure and/or seek a protective order.

9. Volunteer shall be responsible for any actions of Volunteer that create a breach of this Agreement and any breach by Volunteer of Volunteer's obligations as set forth in the Acknowledgement and Agreement. Volunteer shall indemnify Foundation and Leader and hold them harmless against any breach by Volunteer of Volunteer's obligations arising from this Agreement.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior discussions between them as to Confidential Information and Confidential Materials. The rights of Foundation and Leader under this Agreement are supplemental to and not in place of any other rights they may have under law or other agreements between the parties. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by Foundation and Volunteer. In the event of any inconsistency between this Agreement and any confidentiality provisions of any other agreement between Volunteer and Foundation or Leader, the terms of this Agreement shall apply to the extent of such inconsistency. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Foundation or Leader or their agents or employees, but only by an instrument in writing signed by an authorized representative of Foundation. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

11. Except for the right of Foundation or Leader to seek equitable or injunctive relief, all disputes arising under this Agreement or relating to its provisions that cannot be informally resolved by the parties shall be submitted to binding arbitration in Karnataka, INDIA in accordance with the then applicable commercial rules of the Arbitration

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Association and judgment upon an award shall be entered in the Superior Court of the State of Karnataka, INDIA.

12. If any party to this Agreement employs attorneys to enforce any rights arising out of or in relation to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of KARNATAKA. If any provision of this Agreement shall be held by a court of competent jurisdiction or an arbitrator to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

13. All obligations created by this Agreement shall survive termination of any relationship as between the parties and remain in effect in perpetuity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For the FOUNDATION

VOLUNTEER

By MA NEETHYA SADHANANDA

VIDYA VISWANATHAN

(Print Name)

(Print Name of Volunteer)

Ma. Neethyasadhananda

Vidya

(Signature)

(Signature)

Its TRUSTEE

6/678 'USHAS'

(Title)

OPP. Y.M.C.A, CALDWY,

SEPTEMBER 3 2005

KERALA 678001

(Date)

(Address)

SEPTEMBER 3, 2005

(Date)

NON-DISCLOSURE AGREEMENT

This addendum to the NONDISCLOSURE AGREEMENT (the "Addendum") is made and entered into this SEPTEMBER 3 2005 ("Effective Date") by VIDYA VISWANATHAN ("Volunteer") and Dhyanapeeta Charitable Trust ("Foundation").

A1. Volunteer acknowledges and understands that the "Learning from the Master" Program ("Program") conducted by the Foundation may involve Tantric Rituals and by reading and signing this document, Volunteer will have released and discharged the providers, owners, and creators of this Program for any and all liability that might arise. Specifically Volunteer agrees not to hold Sri Nithyananda Swami ("Leader"), the Foundation and all its sister organizations, any other Volunteers, or anyone else not specifically mentioned here but directly or indirectly involved in the organization, management, or conduct of the Program, or any related program, responsible or liable to the Volunteer in any manner whatsoever for any consequences, claims for damages, direct or indirect, arising from the Program, Volunteer's participation in the same, or Volunteer's use of techniques and practices learnt in the Program.

A2. Volunteer represents and warrants that he/she has the right, authority, and capacity to enter into this Non-Disclosure Agreement and this addendum and to abide by all of the terms and conditions of this agreement. Under penalty of perjury, Volunteer solemnly affirms that he/she is over the age of 18 (21 years old, where 18 is not the age of majority) and have the legal right to access and possess adult material in his community. Volunteer understands the laws and standards set in his community and agrees to be solely responsible for his/her own actions. Volunteer also affirms that he/she does not find sexual or adult oriented material associated with the practice of any Tantric rituals or any other adult oriented material to be offensive or objectionable.

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A3. Volunteer understands that the Program may involve the learning and practice of ancient tantric secrets associated with male and female ecstasy, including the use of sexual energy for increased intimacy/spiritual connection, pleasure, harmony, and freedom. Volunteer understands that these activities could be physically and mentally challenging, and may involve nudity, access to visual images, graphic visual depictions, and descriptions of nudity and sexual activity, close physical proximity and intimacy, verbal and written descriptions and audio sounds of a sexually oriented, and erotic nature, etc. By reading and signing this addendum, Volunteer irrevocably acknowledges that he/she is voluntarily giving his unconditional acceptance of such activities and discharges the Leader and the Foundation, and anyone else not specifically mentioned here but directly or indirectly involved in the organization, management, or conduct of any such programs from any liability, direct or indirect, arising from such activities.

A4. Volunteer certifies that he/she is not suffering from any physical, mental, or psychological disorders or taking any medicines for any physical, mental, or psychological disorders that would interfere with his/her ability to participate in any of the activities of the Foundation.

A5. Volunteer clearly understands and accepts full responsibility for all his/her actions during his/her association with the Leader and the Foundation. Volunteer also waives any and all rights that he/she/she may have to bring any law suit or claims against the Leader or Foundation or anyone else not specifically mentioned here, but directly or indirectly involved in the management and conduct of the Program.

A6. Volunteer clearly acknowledges and agrees that the Foundation or the Leader, in providing the Program and any related program do not make any claims, promises,

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warranties, or guarantees about the individual or group outcome of the Program on participants.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Non-Disclosure Agreement.

For the FOUNDATION

By MA NITHYA SADHANANDA

(Print Name)

Ma. Nithya Sadhananda

(Signature)

Its TRUSTEE

(Title)

SEPTEMBER 3 2005

(Date)

VOLUNTEER

VIDYA VISWANATHAN

(Print Name of Volunteer)

Vidya

(Signature)

6/678 'USHAS'

OPPOSITE Y.M.C.A,

CALZUTI, KERALA 673001

(Address)

SEPTEMBER 3 2005

(Date)