

NON-DISCLOSURE AGREEMENT

1. This Non-Disclosure Agreement executed on 10th September, 2023, is entered into by and between dw with the address of dw (hereinafter, referred to as the "Party A") and AppSynergies Pvt Ltd, (hereinafter referred to as the "Party B") with an address of D-1602, Orchid Suburbia, Link Road, Kandivali West, Mumbai - 400067. AppSynergies and _____ may be referred to collectively as the "Parties." During these discussions, either party may share certain proprietary information. Therefore, in consideration of the promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

2. **Type of Agreement.** Both Parties Initial and Check just ONE (1) of the options below.

☐ - Unilateral – This Agreement shall be Unilateral; Party A shall have complete ownership of all proprietary information, prohibiting Party B from disclosing said proprietary information to be released by Party A.

☒ - Mutual – This Agreement shall be Mutual; Both Party A and Party B shall be prohibited from sharing learned confidential and proprietary information that is communal between both parties.

3. **Definition of Confidentiality.** In this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including patent, copyright, trade processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) nontechnical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.

4. **Exclusions:** The Parties obligations under this Agreement do not extend to information that is: (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Party B; (ii) discovered or created by Party B before disclosure by Party A, and vice versa; (iii) learned by Party B through legitimate means other than from Party A or Party A's representatives; or (iv) is disclosed by the Party with the other Party's prior written approval.

5. **Obligations:** The Parties shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the party disclosing the information. The Parties shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. The Parties shall not, without prior written approval of the Party disclosing confidential information, use for the Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Party disclosing any Confidential Information. The Parties shall immediately return any records, notes, and other written, printed, or tangible materials in its possession about Confidential Information if either Party requests it in writing.

6. **Relationship:** This non-disclosure agreement shall not serve in any instance as an agreement between the Parties for employment. The Recipient (Party A) shall remain an individual contractor unless otherwise contracted by the Owner directly and shall pay all federal and local taxes due for duties received.

7. **Term.** The provisions of this Agreement shall survive termination of this Agreement and the Parties duties to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until the Parties sends a written notice releasing the other Party from this Agreement, whichever occurs first.

8. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder shall be interpreted so as best to affect the Parties intent.

9. **Integration.** This Agreement expresses the complete understanding of the parties concerning the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.

10. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. The rights of the waiver will be strictly held by AppSynergies.

11. **Force Majeure.** If either party is unable to perform any of its obligations because of fire or another casualty, strike, act or order of public authority, an act of God, or other cause beyond the control of the such party, then such party shall be excused from such performance during the pendency of such cause.

12. **General Terms.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law. This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement is made in **India** and shall be construed and interpreted by the law of **India**, applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only by writing signed by both parties.

Please acknowledge your agreement by signing below and returning a copy to us. We look forward to a mutually rewarding relationship.

Signature Details:

dw
04-12-2024

Sneha Shukla

Sneha Shukla
04-12-2024