



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this 1st September 2021 by and between

ConnectSys LLP a registered partnership firm registered under the Indian Partnership Act, 1932 having its registered office at Hoodi Circle, Mahadevpura Bangalore-560048 represented by its Managing Partner Mr. Mohammad Burhan Surti (hereinafter referred to as the "**Disclosing Party**" which expression shall, wherever the context so requires or admits mean and include his heir, successor-in-title, legal representatives and assigns) which owns LogiBee.in platform.

AND

Mr. _____ aged about _____ years, S/O _____, residing at _____ (hereinafter referred to as the "**Receiving Party**" which expression shall, wherever the context so requires or admits mean and include his heir, successor-in-title, legal representatives and assigns);

The Disclosing party and Receiving Party shall singularly be referred to as the 'Party' and collectively referred to as the 'Parties'.

The Receiving Party hereto is one of the Intern Employee of the registered partnership firm M/s. **ConnectSys LLP** designated as **Software Development Intern** and is responsible for working on software engineering related assignment in the firm. During the performance of the duty by the receiving party, Disclosing Party may share certain proprietary information regarding **Internship** (the "**Transaction**") with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

- (a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:
 - (i) **unpublished computer code, software source code, design definitions and specifications, flow diagrams and flowcharts, blue prints, prototypes formulas and algorithms, system and user documentation, software products, data structures,**



analytical data and data compilations, marketing and sales data, customer lists, and pending patent applications.

- (ii) any marketing strategies, business ideas and secrets, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) plans for products or services, business products and customer or supplier lists;
- (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (vi) any other information that should reasonably be recognized as confidential information of the Disclosing Party;
- (vii) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing, and
- (viii) any or all other information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.

The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

- (b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
 - (i) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
 - (ii) discovered or created by the Receiving Party before disclosure by Disclosing Party;
 - (iii) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
 - (iv) is disclosed by Receiving Party with Disclosing Party's prior written approval.

2. Obligation of Receiving Party.



Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party 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. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

3. **Use of Confidential Information.**

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title of the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. **Term.**

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. **Remedies.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any



Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

6. **Return of Confidential Information.**

Receiving Party shall immediately return and redeliver to Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of

- (i) on termination of the dealings between the parties contemplated hereunder;
- (ii) the termination of this Agreement; or
- (iii) at such time as the Disclosing Party may so request;

7. **Notice of Breach.**

Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of,

- (1) any unauthorized use or disclosure of Confidential Information by Receiving Party or any person connected to the receiving party or their Representatives; or
- (2) any actions by Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

8. **Miscellaneous.**

- (i) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (ii) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India.



- (iii) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (iv) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (a) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (b) providing products or services to others who compete with the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

For ConnectSys LLP

Mohammad Burhan Surti
Director

Receiving Party

Arjun

Name: _____

Title: