**Mutual Non-Disclosure and Confidentiality Agreement**

This is an **agreement** between:

* **Fortytwo42 Technology Innovations Private Limited (“FT42”)**, a company incorporated under the laws of India and having its registered office at **Office No: 201, Floor No:2, Siddh Icon Sr, No.1/1A/29/1& 2, Baner Road, Pune MH 411045 IN** including its employees, affiliates and successors;

AND

* **Atharva Sachin Tilak** aged 21 years, residing at L-203 Bella Casa, Sus-Baner, Pune, MH-411021**.**

Company and the Receiving Party shall collectively be referred to as **“Parties”** and individually as a **“Party”**

WHEREAS:­­­­ ­­­

Either of the abovementioned parties possess competitively valuable Confidential Information (as hereinafter defined) regarding past, current and future services and products, research and development, Partners, business plans, software, listings, holdings, alliances, investments, transactions and general business operations;

The other party may be given access to such Confidential Information.

(Hereinafter the party possessing such Confidential Information being referred to as “Disclosing Party” and the party in receipt of such information being referred to as the “Recipient”.)

In view of the above, the parties agree as follows:

1. **Confidential Information**

"*Confidential Information*" includes any information:

* specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
* under the circumstances of the disclosure, that are to be treated as confidential; or
* the Recipient creates or produces while performing services for the Disclosing Party,

Regardless of the media that contains the information.

Confidential Information does not include information, which:

* is generally available to the public at the time of its disclosure to the Recipient;
* becomes known to the public through no fault/action of the Recipient in violation of the terms herein;
* is legally known to the Recipient at the time of disclosure by the Disclosing Party;
* is furnished by the Disclosing Party to third parties without restriction; or
* is furnished to the Recipient by a third party who to the Recipient’s knowledge legally obtained said information and the right to its disclosure.
* is developed independently by Recipient without use of or reference to the Disclosing Party’s information.

1. **Restrictions on Use**
2. The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice.
3. The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
4. The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information.
5. The Recipient undertakes to impose the confidentially obligations on all directors, officer and employees or other persons who work for the Recipient or under its direction and control.
6. The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.
7. **Action on Breach**
8. The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
9. The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
10. **Ownership and Warranties**
11. All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
12. The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.
13. **Applicability of Provisions**

(a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.

(b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

(c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

1. **Jurisdiction**

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in India.

1. **Tenure and Survival**

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

# For, Fortytwo42 Technology Innovations Private Limited

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# For, Fortytwo42 Technology Innovations Private Limited



Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: ­­­­­­­­­­­­­­­­­­­­Atharva Sachin Tilak

Title: Intern

Date: 06-11-2022