

NON-DISCLOSURE AGREEMENT

This Agreement, made as of 11th September 2020 by and between **Intersoftkk (India) Pvt. Ltd.**, a corporation duly organized and existing under the laws of India and having its principal office of business at No.38, AVS Compound, 80 Feet Road, 4th Block, Koramangala, Bangalore 560034, State - Karnataka (hereinafter referred to as "Intersoft") and **TWS Technology**, a corporation duly organized and existing under the laws of India and having its principal office of business at Plot no.40, Talwandi, kota, 324001, Rajasthan (hereinafter referred to as "TWS Technology").

Witnesseth That:

The parties hereto agree as follows:

Article 1. Business Relationship

Intersoft and TWS Technology are engaged in discussions in contemplation of a business relationship. In connection with such business possibility, Intersoft and TWS Technology expect to disclose to each other certain confidential trade and business information which will be proprietary information of the disclosing party (hereinafter referred to as "Disclosing Party") considers proprietary.

Article 2. Disclosure

1. The parties hereto agree and acknowledge that as a result of any such disclosure, the receiving party (hereinafter referred to as "Recipient") may have access to or have disclosed to it certain valuable information of the Disclosing Party which is of a confidential nature (hereinafter referred to as "the Disclosing Party Information") concerning any or all the followings; Disclosing Party's research, products, software, services, development, creative or story projects, inventions, processes, designs, drawings, engineering, marketing or finances.
2. Provided, however, that any above information, if communicated in writing, shall be identified in writing by the Disclosing Party as confidential and, if communicated orally, shall be promptly confirmed in writing by the Disclosing Party and identified as proprietary information by the Disclosing Party.

Article 3. Use of the Disclosing Party Information

Recipient agrees that it shall use the Disclosing Party Information only to the extent necessary to evaluate the possibility of such business relationship and subject to Article 5 below will not make any other use of the Disclosing Party Information except as expressly authorized by this Agreement or subsequently authorized in writing by the Disclosing Party.

Article 4. Confidentiality

Recipient further agrees that it shall hold the Disclosing Party Information in confidence, that it shall not disclose any Disclosing Party Information to any third party except in accordance with this Agreement, and that it shall use its best efforts to prevent disclosure of the Disclosing Party Information to any unauthorized third party.

Article 5. Exception to Confidentiality

Recipient's obligation, as set forth above, shall not apply to any information, whether or not such information is "Disclosing Party Information" for purposes of this Agreement, if such information;

- a) was publicly available or in the public domain at the time it was communicated to Recipient by the Disclosing Party; or
- b) is or becomes publicly available or public domain information through no fault of Recipient subsequent to the time it was communicated to Recipient by the Disclosing Party; or
- c) is in Recipient possession free of any obligation of confidence to Disclosing Party at the time it was communicated to Recipient by the Disclosing Party; or
- d) is rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was communicated to Recipient by the Disclosing Party; or
- e) is independently developed by Recipient; or
- f) is disclosed pursuant to law or the order, requirement, or request of a court or government authority.

Article 6. Representation and Warranty

1. Disclosing Party warrants, represents and acknowledges that it has the right to disclose the Disclosing Party Information to Recipient and that any such disclosure does not violate the rights of any other person or party.
2. Disclosing Party agrees to indemnify Recipient and hold it harmless from and against all loss, liability, damage and expense (including reasonable attorney's fees) arising from any and all claims, demands, actions or suits by a third party claiming title to the information and establishing disclosing party's disavowal to use the information.

Article 7. Parties

This Agreement is binding upon and inures to the benefit of the parties hereto, and their successors and assigns.

Article 8. Communications between Recipient and Disclosing Party

This Agreement shall govern all communications between Recipient and Disclosing Party that are made during the period from the effective date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed, provided, however, that Recipient's obligations under Articles 3 and 5 shall continue for a period of 24 months from the effective date of this Agreement, and further provided that Articles 6, 7, 8 and 11 shall continue in full force and effect notwithstanding the termination or expiration of this Agreement.

Article 9. Notice

Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or by messenger, be sent by telex, telecopy or other electronic facsimile device, or be sent by certified mail, postage prepaid, return receipt requested, to the following address or to such other address as either of the parties shall have furnished to the other in writing.

As to Intersoftkk (India) Pvt. Ltd.

SDF Building, Module #129

Sector V, Salt Lake, Kolkata – 700091, West Bengal

Attention: Avik Ranjan Sengupta/Rohit Nandi

As to TWS Technology

Plot no.40, Talwandi,
kota, 324001,
Rajasthan

Attention: Kaushal Mehra

Any notice given hereunder shall be deemed made when delivered in person, or if sent by telex, telecopy or other electronic facsimile device, on the day on which it was received, or if mailed, on the seventh (7th) day after the date on which it was deposited in the mails.

Article 10. Effective Date

The effective date of this Agreement is 14th September 2020.

Article 11. Right not to be acquired

Neither party shall acquire the right to use, nor shall use the names, characters artwork, designs, trade names, copyrighted materials, trademarks or service marks of the other party, its related or subsidiary companies, employees, directors, shareholders, assigns, successors or licensees:

- a) in any advertising, publicity or promotion;
- b) to express or to imply any endorsement of Disclosing Party's services; or
- c) in any manner other than in accordance with this Agreement.

Article 12. Acknowledgement

Intersoft and TWS Technology agree and acknowledge that each party shall keep the existence of this Agreement, as well as its relationship with the other confidential and that neither party nor any of its agents, employees, officers or directors all disclose the existence of this Agreement, the relationship between Intersoft and TWS Technology or any information relating thereto, to any person or entity for any purpose, without the prior written consent of the other party.

Article 13. Arbitration

Intersoft and TWS Technology agree and acknowledge that this Agreement shall be governed by and construed under the laws of India. The parties hereto shall submit any dispute arising out of or in connection with this Agreement to Arbitration by a panel of three Arbitrators of which each party may appointment one Arbitrator and the appointed arbitrators shall appoint the third and presiding arbitrator. The language of Arbitration shall be in English and the Arbitration proceedings shall be held in the courts of India. The Arbitral panel shall decide on the costs involved. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understanding, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement on the date first above written.

Intersoftkk (India) Pvt Ltd

By:



(signature)

Name: Debashis David Rakhit

Title: CEO

Date: 11th Sep 2020

TWS Technology

By:



(signature)

Name: Kaushal Mehra

Title: CEO

Date: 12-9-2020