



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
- 8. Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
- 8. Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and _____ Abhijit Dutta _____, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal _____ ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



Title: _____
Date: _____

Title: _____
Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and _____ Abhijit Dutta _____, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

1. Purpose. The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."

2. Confidential Information. "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.

3. Exceptions. This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.

4. Obligations. For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

5. Mandatory Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.

6. Return/Destruction. Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



5. **Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
6. **Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
7. **Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
8. **Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.
9. **Waiver/Amendment.** No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.
10. **Severability.** If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
11. **No License.** All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.
12. **Governing Law.** This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.
13. **Notices.** All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.
14. **No Commitment.** Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.
15. **Entire Agreement.** This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.



IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

5. Mandatory Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.

6. Return/Destruction. Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral,



between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

1. Purpose. The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."

2. Confidential Information. "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.

3. Exceptions. This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.

4. Obligations. For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

5. Mandatory Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.

6. Return/Destruction. Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all



prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

1. Purpose. The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."

2. Confidential Information. "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.

3. Exceptions. This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.

4. Obligations. For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

5. Mandatory Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.

6. Return/Destruction. Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.



15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

1. Purpose. The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."

2. Confidential Information. "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.

3. Exceptions. This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO & Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
- 8. Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.
- 9. Waiver/Amendment.** No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.
- 10. Severability.** If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.
- 11. No License.** All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.
- 12. Governing Law.** This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.
- 13. Notices.** All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.
- 14. No Commitment.** Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either



party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

1. Purpose. The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."

2. Confidential Information. "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.

3. Exceptions. This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO & Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.

4. Obligations. For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.

5. Mandatory Disclosure. Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.

6. Return/Destruction. Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.

7. Injunctive Relief. Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.

8. Term. This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.



14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
- 8. Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated February 5, 2024 ("Effective Date"), is by and between eORB Solutions Inc, a company registered under the Indian Companies Act, 1956 and its affiliates and subsidiaries with registered office located # 203, 2nd Floor, Pentagon Tower, Mosque Road, Fraser Town, Bangalore - 560005, India (collectively referred to as "eORB"), and Abhijit Dutta, with principal offices/ residency located at 146, VIP Nagar VIP Bazar Kolkata-700100 West Bengal ("Company/ Freelancer").

- 1. Purpose.** The parties are considering exchanging information relating to Company's performing services for eORB (the "Project"). This Agreement applies to the parties' exchange of Project information. The party disclosing Confidential Information is referred to as "Disclosing Party" and the party receiving Confidential Information is referred to herein as "Recipient."
- 2. Confidential Information.** "Confidential Information" means any information, technical data, know-how, tangible products or materials marked as confidential at the time of disclosure or, if given orally, confirmed as confidential in writing to Recipient within thirty days of disclosure.
- 3. Exceptions.** This Agreement shall not apply to any information or material that (a) is at the time of disclosure in the public domain or becomes available to the public without breach of this Agreement, (b) is obtained from a source that is not, to Recipient's knowledge, under an obligation of confidentiality to Disclosing Party, (c) is in Recipient's possession prior to disclosure, (d) is disclosed on a nonconfidential basis to a third party by or with Disclosing Party's permission, or (e) is developed by or on Recipient's behalf by individuals who have not received or have access to Confidential Information.
- 4. Obligations.** For five years from the date of disclosure (the "Protected Period"), Recipient (a) shall protect Disclosing Party's Confidential Information using a standard of care at least equal to that which it applies to safeguard its own confidential information, and in no event less than a reasonable standard of care, (b) shall not itself use Disclosing Party's Confidential Information except to the extent necessary to perform its Project obligations, and (c) shall not disclose or otherwise make available Disclosing Party's Confidential Information, other than to Recipient's employees, agents and representatives only on a "need to know" basis, provided that all persons to whom Confidential Information is made available shall be made aware of the confidential nature of such Confidential Information.
- 5. Mandatory Disclosure.** Recipient may disclose Confidential Information of Disclosing Party to the extent required by law, regulation, court order, or governmental authority, provided that Recipient promptly notifies Disclosing Party of that requirement so that Disclosing Party may oppose or limit such disclosure, or seek any other appropriate relief.
- 6. Return/Destruction.** Upon Disclosing Party's written request, Recipient shall promptly return or destroy all Confidential Information in its possession; provided that eORB may retain a copy of all Confidential Information to document any services provided to Company.
- 7. Injunctive Relief.** Each party agrees that its breach or threatened breach of this Agreement may result in irreparable and continuing damage to the other party, for which there may be no adequate remedy at law and for which the non-breaching party shall be entitled to seek injunction or specific performance.
- 8. Term.** This Agreement shall be effective five years from the Effective Date unless either party terminates this Agreement by prior written notice to the other party. Termination shall become effective upon the later of thirty days following receipt of the notice or any later date stated in the notice. Notwithstanding termination or expiration of this Agreement, the parties' obligations hereunder shall survive for the term of the Protected Period.

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting



9. Waiver/Amendment. No provisions of this Agreement shall be waived or amended except by signed, written consent of both parties. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder.

10. Severability. If any of this Agreement's provisions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

11. No License. All rights that Disclosing Party may have in Confidential Information, such as rights of patent, copyright, trade secret or similar intellectual property right shall be retained exclusively by Disclosing Party. It is understood and agreed that the disclosure of Confidential Information by either party will not grant the other party any express, implied or other license, title, interest or rights in or to any tangible or intangible property rights of Disclosing Party. All material, drawings, designs, specifications, notes, memorandum, or data furnished will be and remain the Disclosing Party's property.

12. Governing Law. This Agreement shall be construed in accordance with the laws of India without reference to any choice of law principles. Any action related to the Agreement shall be filed in the courts having appropriate jurisdiction over this agreement. The parties consent to bear their respective costs, legal fees and expenses incurred in the legal proceedings.

13. Notices. All notices, requests, consents, demands and other communications under this Agreement shall be in writing and must have proof of delivery or receipt and shall be deemed to have been duly given when received. Notice to either party shall be sent to its address set forth above and to the attention of its legal department, if any.

14. No Commitment. Providing Confidential Information is not an inducement or a commitment to enter into any business relationship. If the parties desire to pursue the relationship, the parties will execute a separate written agreement to govern such arrangement. Nothing in this Agreement shall prohibit either party from entering into any discussions or similar business relationship with any competitor of the other party or competing directly with the other party.

15. Entire Agreement. This Agreement may not be assigned without prior written consent. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms on a party's purchase orders, invoices or other business forms shall apply to this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement, as of the Effective Date, in one or more counterparts, each deemed an original, all of which taken together constitute one and the same instrument.

eORB Solutions Inc

COMPANY / FREELANCER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Web: www.eorbsolutions.com | Phone: +91 96 637 67007 | Email: info@eorbsolutions.com

Our Proficient Services: UX/UI Design | Web Development | Content Development | eLearning | SEO, SMM, SMO
& Paid Ads Campaigning | Marketing Analysis | App Development | eCommerce | Visual Design | Hosting

