

NON DISCLOSURE AGREEMENT

This Non Disclosure Agreement (hereinafter referred to as the "Agreement") is made and executed Mumbai on this the 21st day of February, 2014 ("Effective Date")

BY AND BETWEEN:

Sineedge Consulting Pvt. Ltd., a company having its Registered office at, F58 Richmond Park, DLF Phase 4, Gurgaon - 122009, Haryana, India and Corporate office at C-319, Nirvana Courtyard, Nirvana Country, Sector 50, Gurgaon 122018, Haryana, India, (hereinafter referred to as "SCPL" / "Disclosing Party").

AND

PAMAC Finserve Private Limited having its registered office at A-21, 2nd Floor, Shriram Industrial Estate, 13, G.D.Ambekar Road, Wadala, Mumbai - 400031 and Corporate office at A-21, 2nd Floor, Shriram Industrial Estate, 13, G.D.Ambekar Road, Wadala Mumbai - 400031 (hereinafter referred to as "the Company" / "Receiving Party").

The expressions "SCPL" and the "Company" shall hereinafter be jointly referred to as "Parties" and singularly as "Party".

WHEREAS:

SCPL and the Company desire to enter into this Agreement (the "Agreement") in accordance with the terms and conditions set forth herein.



For BOI SHAREHOLDING LTD.
BOI Shareholding Ltd.
Ground Floor, Rustomda Bldg
D. Mang. Fort
Mumbai - 400 001

DEEPAK YEDPATHY
Authorized Signatory
18/02/2014/07/2011-14/2007

भारत 32619 SPECIAL
184401 ADDRESS
FEB 21 2014
R.0000100/- PB6602
2000 2000 2000 2000 2000 2000 12:50
INDIA STAMP DUTY MAHARASHTRA

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. Confidential Information.

"Confidential Information" means all non-public information disclosed by either Party ("Disclosing Party") to the other ("Receiving Party") that the Disclosing Party considers to be confidential or proprietary and which may or may not be specifically marked and designated as "confidential", including but not limited to customer information and other data, trade secrets, discoveries, ideas, concepts, know-how, all strategic and development ideas, concepts and plans, techniques, designs, specifications, drawings, diagrams, computer programs, business activities and operations, customer lists, reports, studies and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form), shall not be considered Confidential Information if such information is non-confidential pursuant to Clause 3 herein.

2. Permitted Purpose.

The Confidential Information shall be used by the Receiving Party solely for the scope of work defined by Disclosing Party which shall be communicated by the Disclosing Party to the Receiving Party vide separate written communication for various assignments.

3. Non-Confidential Information.

"Confidential Information" does not include information if:

- (a) It was in the public domain at the time of communication to the Receiving Party or is later placed in the public domain by the Disclosing Party;
- (b) It entered the public domain through no fault of the Receiving Party subsequent to the time of disclosure hereunder to the Receiving Party;
- (c) It was in the Receiving Party's possession free of any obligation of confidence prior to disclosure hereunder; or
- (d) It was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information.

4. Restrictions.

- (a) **Disclosure to Third Parties** - The Receiving Party shall not disclose, publish or communicate the Confidential Information to any third party without the prior written consent of the Disclosing Party. Receiving Party will use the Confidential Information only for the Permitted Purpose as mentioned in Clause 2 of this Agreement and will not use it for any other purpose whatsoever. In no event shall the Receiving Party use less than the same degree of care to protect the Confidential Information as it would employ with respect to its own confidential or proprietary information. However, the Receiving Party may disclose the Confidential Information to a third party who has a need to know the Confidential Information to accomplish the purpose stated in Clause 2 of this Agreement, and (i) is an accountant, attorney, underwriter or advisor under a duty of confidentiality; or (ii) is under a written obligation of confidentiality at least as restrictive as this Agreement, or (iii) required by law, regulation, regulatory authority, any stock exchange or other applicable judicial or governmental order. Receiving Party agrees to notify in writing and consult with the Disclosing Party prior to making any such disclosure.



- (b) Disclosure within Receiving Party's Organization - The Receiving Party shall not use the Confidential Information nor circulate it within its own organization except to the extent necessary or desirable for negotiations, discussions and consultations with personnel or authorized representatives of the parties, relating to the purposes of Clause 2 of this Agreement.
- (c) Internal Monitoring of Confidential Information - The Receiving Party shall use its best efforts to prevent inadvertent disclosure of the Confidential Information to unauthorized personnel or to any other third party, including establishing and monitoring internal procedures regarding the Confidential Information which are at least as protective as the protection the Receiving Party affords its own Confidential Information. The Receiving Party shall immediately notify the Disclosing Party if the Confidential Information is used, distributed, or communicated in a manner not authorized under this Agreement.
- (d) Return or Destruction of Confidential Information - All confidential information shall be and shall remain the property of Disclosing Party, at all times. Upon demand or, if not otherwise demanded, upon the termination of such project or purposes, the Confidential Information and all copies thereof and notes made therefrom shall be immediately destroyed by the Receiving Party or returned to the Disclosing Party. If destroyed, the Receiving Party shall certify in writing to the Disclosing Party that all such information, including all copies, has been destroyed.

5. No License

No license to the Receiving Party under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the Disclosing Party, is either granted or implied by the conveying of Confidential Information to the Receiving Party.

6. No Warranty.

None of the Confidential Information which is disclosed by the Disclosing Party shall constitute any representation, warranty, assurance, guarantee or inducement by the Disclosing Party to the Receiving Party with respect to the accuracy or performance of the Confidential Information or to the infringement of trademarks, patents, copyrights or any rights of privacy or any rights of any third party.

7. Current or Future Development.

The Disclosing Party understands that Recipient Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Disclosing Party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not create contents, or have contents created for it, that without violation of this Agreement, compete with the services contemplated by Disclosing Party's Confidential Information.



8. Term and Termination.

This Agreement shall be effective for a period of one year from the Effective Date. 21st February 2014 to 20th February 2015 Notwithstanding the foregoing, a non-defaulting party may terminate this Agreement forthwith if the other party commits any material breach of the terms of this Agreement. Without prejudice to the foregoing, the obligations of confidentiality shall survive termination of this Agreement.

9. Equitable Relief

Each Party acknowledges that a breach of this Agreement may result in immediate and irreparable harm to the Disclosing Party and money damages may not be a sufficient remedy for any such breach of this Agreement. Accordingly, without prejudice to other rights or remedies that the Disclosing Party may have, the Disclosing Party would be entitled to injunctive and/or equitable relief *inter alia* to compel the Receiving Party to cease and desist all unauthorized use and disclosure of the Disclosing Party's Confidential Information.

10. Survival

The obligation under clause 2 and the restrictions under clause 4 above shall continue for a period of 24 months after termination with respect to Confidential Information that is provided to the Receiving Party.

11. Inspection

Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and consent in writing or orally and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

12. Notices

The parties agree that all the notice(s) or correspondence to the Parties shall be made in writing to the address given herein below. Any change in the address of the parties shall be notified to by the relevant Party to the other Party within seven (7) days of such change in the address.

To PAMAC Finserve Private Limited

Mr. Prashant Ashar

Director,

PAMAC Finserve Private Limited

A-21, 2nd Floor, Shriram Industrial Estate,

13, G.D.Ambekar Road, Wadala, (East)

Mumbai - 400031.

To Sineedge Consulting Private Limited:

Mr. Sitaraman Swaminathan

Director,

Sineedge Consulting Private Limited,

C-319, Nirvana Courtyard,

Nirvana Country, Sector 50,

Gurgaon - 122018, Haryana, India



13. Miscellaneous

- (a) This Agreement shall be construed and governed by in all respects in accordance with the laws of India and Delhi courts shall have exclusive jurisdiction.
- (b) All disputes that may arise under or in relation to this Agreement shall be submitted to arbitration subject to the Arbitration and Conciliation Act 1996. Each party shall appoint one Arbitrator who in turn shall appoint the Third Arbitrator. The venue of Arbitration shall be at New Delhi. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned. The arbitration fee shall be borne by the losing party, except otherwise awarded by the arbitration institute

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed in duplicate by their duly authorized representatives.

Sineedge Consulting Pvt. Ltd.

Name: Sitaraman Swaminathan

Title: Director

Date:

PAMAC Finserve Pvt. Ltd.

Name: Prashant Ashar

Title: Director

Date: 20th February 2014

