

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made as of this 11th day of July, 2014 (effective date),

By and between

**Mobile Solutions Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 30, Insurance Building, 31, Gandhi Marg, Mumbai- 400001 and development centre at 07<sup>th</sup> Floor, Infopark, Technopark, Trichy - 695 581 (which together with its parent, affiliated, group or subsidiary companies is referred to as "Mobile\_Solutions") and **Green Lion Group**, a partnership firm incorporated under Companies Act, 1956 having its registered office at E-21, 2<sup>nd</sup> Floor Sushant Lok, Phase 1, Gurgaon, Haryana, 122002 (referred to as "the Company").

**PAMAC Finserve Private Limited** Company incorporated under the Companies Act 1956 having its registered office at, A-21, Shriram Industrial Estate, 13. G.D. Ambekar Road, Wadala, Mumbai-400 031 (Which terms shall unless repugnant to the context includes its successors in interest) herein after referred to as the Second Party.

### WHEREAS:

- A. In connection with certain discussions between Mobile\_Solutions and the Company relating to the Purpose (as defined below), each party (the "Disclosing Party") has and may further disclose to the other party (the "Recipient") Confidential Information (as defined below) of the Disclosing Party.
- B. This Agreement is intended to document the Recipient's obligations in respect of Confidential Information received from the Disclosing Party prior to and after the date of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein and the agreement to exchange information as contemplated hereunder, the parties agree as follows:

1. **Definitions:** In this Agreement the following definitions apply:

#### "Confidential Information"

means any information provided by the Disclosing Party or any of its Representatives to the Recipient or its Representatives, or otherwise obtained by the Recipient or its Representative, in any way, whether obtained before or after execution of this Agreement, in connection with the Purpose. It includes all of the following:

- All confidential business information, agreements, records, financial information and reports which relate to the Disclosing Party or the business of the Disclosing Party.
- All intellectual property and proprietary technology of the Disclosing Party.
- All information about the fact of the Purpose.



MOBILE SOLUTIONS PRIVATE LTD.  
(SANDIP RATHOD)  
Authorised Signatory

BOI SHAREHOLDING LTD.,  
Stock Exchange, Returda Building,  
Ground Floor, Ambekar Dosti Marg,  
Fort, Mumbai-400 001.

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- (d) All information regarding the existence and status of any discussions or negotiations involving the Parties and their Representatives relating to the Purpose.
- (e) The terms of this Agreement and the terms of the agreements (if any) signed between the Parties for furthering the Purpose.

**"Purpose"** means for the purposes to explore a business opportunity of mutual interest and in connection therewith, each party may disclose to the other certain confidential business, strategic, and technical information which the disclosing party desires the receiving party to treat as confidential.

**"Representative"** means any director, officer, employee, agent or professional advisor of a Party.

## 2. Confidentiality

- 2.1. The Recipient acknowledges that the Confidential Information is valuable to the Disclosing Party. In consideration of the Disclosing Party providing the Confidential Information to the Recipient for the Purpose, the Recipient accepts and agrees to be bound by the terms of this Agreement.
- 2.2. The Recipient hereby agrees, subject to the terms of this Agreement, to comply with the following obligations at all times:
  - (a) The Recipient shall keep the Confidential Information secret and preserve its confidential nature.
  - (b) The Recipient shall not use Confidential Information for any purpose other than the Purpose.
  - (c) The Recipient shall not disclose or permit the disclosure of Confidential Information to any person other than as expressly permitted by this Agreement.
  - (d) The Recipient may only copy or reproduce Confidential Information for the Purpose.
- 2.3. The obligations in Clause 2.2 does not however extend to items disclosed to the Recipient by the Disclosing Party which:
  - (a) at the time of its disclosure are publicly available through no fault of Recipient or after disclosure hereunder, are released to the public by the Disclosing Party without restriction or otherwise become part of the public domain through no fault of Recipient;
  - (b) the Recipient can demonstrate was in its possession at the time of disclosure by the Disclosing Party and which was not acquired by the Recipient under any obligation of confidence; or
  - (c) the Recipient can demonstrate was independently developed by the Recipient without any use of or reference to the Confidential Information.
- 2.4. This Agreement does not prohibit the disclosure of Confidential Information under the following circumstances:
  - (a) If the Disclosing Party has consented in writing to such disclosure.
  - (b) If the disclosure is to a Representative of the Recipient who needs to know the Confidential Information for the Purpose. However, before any of its Representatives are provided with or have access to Confidential Information, the said Representatives shall be made aware of the confidential nature of the said Information and the terms of this Agreement. The Recipient shall, if requested by the Disclosing Party, require Representatives who will have access to the Confidential Information, to sign a Confidentiality Agreement on the same terms as this Agreement. The Recipient must





ensure that its Representatives do not do, or fail to do, anything that, if done or not done by the Recipient, would amount to a breach of the Recipient's obligations in this Agreement. In disclosing any part of the Confidential Information to a Representative, the Recipient agrees that all acts and omissions by such a Representative in relation to the Confidential Information are deemed to be acts and / or omissions of the Recipient and accordingly, the Recipient shall be liable for any act or omission of a Representative which results in a breach of this Agreement.

- (c) If the disclosure is required by law and the Recipient immediately notifies the Disclosing Party of the requirement to make such disclosure; takes all reasonable steps (at the cost of the Disclosing Party) lawfully to resist or narrow the requirement to disclose the Confidential Information and assists and co-operates with the Disclosing Party if the Disclosing Party seeks to limit or resist the requirement for the Confidential Information to be disclosed.

### 3. Protection and Security

- 3.1. The Recipient shall establish and maintain appropriate security measures to protect the Confidential Information against unauthorised access, use or disclosure.
- 3.2. If the Recipient becomes aware of any unauthorised access to, or use or disclosure of, Confidential Information, or any suspected or possible breach of this Agreement, the Recipient shall immediately notify the Disclosing Party in writing giving details of the suspected or possible breach; do all that is necessary to limit the unauthorised access to, or use or disclosure of, the Confidential Information, or to prevent the suspected or possible breach of this Agreement and give the Disclosing Party all the assistance required in connection with proceedings which the Disclosing Party may institute further thereto.

### 4. Return of Confidential Information

- 4.1. If the Disclosing Party requests the return of the Confidential Information at any time, or if the Confidential Information is no longer required by the Recipient for the Purpose, the Recipient shall immediately return to the Provider all material containing Confidential Information in the possession, power or control of the Recipient and its Representatives.
- 4.2. If requested by the Disclosing Party, the Recipient shall within three days of receiving the request destroy all material containing Confidential Information in the possession, power or control of the Recipient and any of its Representatives.
- 4.3. For the purposes of this Clause 4, 'material containing Confidential Information' includes any material created or generated by the Recipient that contains Confidential Information, material in any form of storage from which the Confidential Information can be reproduced and material in any form in which the Confidential Information is embodied or encoded.
- 4.4. If requested by the Disclosing Party, the Recipient shall provide a written statement confirming that all material containing Confidential Information has been returned to the Disclosing Party or destroyed in accordance with this Agreement.

### 5. Breach of Obligations

- 5.1. The Recipient acknowledges that damages may not be an adequate remedy for any breach of this Agreement. The Recipient agrees to consent to the grant of any injunctive relief sort by the Disclosing Party to restrain any conduct or threatened conduct which is or will be a breach of this Agreement, or specific performance to compel the Recipient to perform its obligations under this Agreement, as a remedy for any breach or threatened breach and in addition to any other remedies available to the Disclosing Party. The provisions of this section shall not derogate from any other remedy Disclosing Party may have in the event of such a breach.
- 5.2. The Recipient agrees to indemnify and keep harmless the Disclosing Party against any claim, liability, loss, damage or expense (including legal costs) that the Disclosing Party incurs or suffers as a result of any breach of this Agreement by the Recipient as well as any unauthorised disclosure or use by any person who received the Confidential Information from the Recipient or any of its Representatives.





**6. No Warranty or Liability**

- 6.1. Each party as a recipient acknowledges that neither the Disclosing Party nor any of its Representatives has made nor makes any representation or warranty express, or implied, as to the accuracy or completeness of the Confidential Information and agrees that it must make its own assessment of the Confidential Information of the Disclosing Party and satisfy itself as to the accuracy and completeness of that Confidential Information. Except as expressly provided herein, neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise of the other party, as a result of this Agreement or any exchange of information.

**7. Ownership of Confidential Information**

- 7.1. The Recipient acknowledges that the Confidential Information remains the absolute property of the Disclosing Party at all times and nothing contained in this Agreement shall grant or confer upon the Recipient any right, license or authority in or to the Confidential Information of the Disclosing Party.
- 7.2. Both parties acknowledge and agree that the exchange of information hereunder is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any relationship or other transaction.

**8. Continuing obligations**

- 8.1. The Recipient's obligations in this Agreement continue to apply for a period of three years from the effective date.
- 8.2. Notwithstanding the foregoing, the obligations of the receiving Party shall survive and shall be binding upon the receiving Party for the Term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement.
- 8.3. The return or destruction of the Confidential Information by the Recipient does not release the Recipient from its obligations in this Agreement.

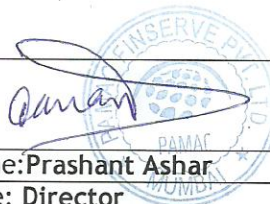
**9. Miscellaneous**

- 9.1. Each Party shall promptly execute all Agreements and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.
- 9.2. This Agreement is governed by the laws of India.
- 9.3. Upon the written notice by a party to the other party of a dispute ("a Dispute") arising out of, pursuant or related to this Agreement, such dispute shall be resolved by mutual discussions between respective senior officers of the parties hereto. If the Dispute is not resolved within 30 days of the written notice, either party may submit the same to be resolved by binding arbitration. All disputes arising out of or in connection with the Agreement shall be finally settled under the Arbitration and Conciliation Act, 1996 by one arbitrator jointly appointed by the parties. The venue of the arbitration shall be Trivandrum and the language of the arbitration shall be English.
- 9.4. Subject to the arbitration agreement contained above, the Courts of Trivandrum shall have exclusive jurisdiction to adjudicate any Dispute and the parties hereto irrevocably consent to the exclusive jurisdiction of such courts.
- 9.5. The rights, powers and remedies set out in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Agreement.
- 9.6. Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.



- 9.7. No variation of this Agreement will be of any force or effect unless it is in writing and signed by each Party to this Agreement.
- 9.8. The Parties shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each of the other Party.
- 9.9. A waiver of any right, power or remedy under this Agreement shall be in writing signed by the Party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach in relation to any other occasion.

IN WITNESS WHEREOF, the parties hereto have had their duly authorized representatives execute this Agreement as of the date first written above:

Signed for and on behalf of Mobile Solutions Private Limited	Signed for and on behalf of PAMAC Finserve Pvt. Ltd.
	
Name:	Name: Prashant Ashar
Title:	Title: Director