

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this 18<sup>th</sup> January 2024  
(Wednesday)

By and between

GenX Info Technologies Pvt. Ltd. incorporated /registered under the Companies Act, 1956/2013/ the societies registration Act, 1860 having its registered/corporate office at Unit # 411, 4th Floor Bestech Cyber Park, Narsinghpur, Sector - 36, Gurugram, Haryana - 122011 (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the first part.

And

ATR Consultants\_\_\_ at address Tikri Kehni, Jammu and Kashmir, 181206\_\_\_ (herein referred to as "Consultant" which expression shall unless repugnant to the context or meaning thereof ,includes its successors, assigns, administrators, liquidators and receivers) of the second part.

WHEREAS

- Consultant is a services-based organization hired by GenX for recruitment on Consulting and Contact to hire models.
- Both Company and Consultant have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions: -

- The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Work assigned to consultant including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer



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& prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, Information classified as Confidential by Company and other intellectual property relating to Company.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Consultant affirms that it shall:
- a) Use the Confidential Information as necessary only in connection with scope of Issued Purchase Order/Work Order / Services and in accordance with the terms and conditions contained herein;
  - b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
  - c) Not to make or retain copy of any details of products and/or services, prototypes, business, Proposals and any confidential information without written consent from Company,
  - d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the Company ; and
  - e) Return to the Company, or destroy, at Company's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Company therefore.
  - f) Not to send Company's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Company.



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g) Not to discuss with any member of public, media, press, any, or any other person about the nature of arrangement entered between the Consultant and the Company or the nature of services to be provided by Consultant to the Company.

h) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non- disclosure agreement.

3. **Remedies.** Consultant acknowledges that any actual or threatened disclosure or use of the Confidential Information by Consultant would be a breach of this agreement and may cause immediate and irreparable harm to Company or to its clients. Consultant affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Company / its clients may be impossible to calculate and compensate fully. Therefore, Consultant acknowledges that in the event of such a breach, Company shall be entitled to specific performance by Consultant of its obligations contained in this Agreement. In addition Consultant shall compensate the Company for the loss or damages caused to the Company actual and liquidated damages which may be demanded by Company. Liquidated damages not to exceed the Contract value. Moreover, Company shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Consultant. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

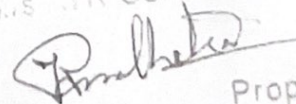
4. **Need to Know.** Consultant shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Company. No information relating to Company shall be hosted or taken outside the country in any circumstances.

5. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

6. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.



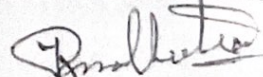
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7. **Authority.** The parties represent and warrant that they are authorized to enter into this Agreement and perform their obligations hereunder.
8. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi.
9. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
10. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
12. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
13. **Waiver -** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
14. **Survival - Both** parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
15. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be Gurugram, Haryana. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.



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WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

GENX Representative  
(With Organization Seal):

Name: *Rohit Adya*  
Designation: *Director*

Signature: *[Signature]*

Date: 18th January 2023

Consultant

(With Organization Seal):

Name: Mr. Tilak Raj  
Designation: CEO & Founder

Signature: *[Signature]*

Date: 18th January, 2023

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### Hiring Agreement

This Hiring Agreement is made on 18/01/2023 between GenX Info Technologies Pvt Ltd and ATR Consultants

ATR Consultants registered under the Companies Act, 1956 of India, having its corporate office/registered office at Tikri Kehni, Jammu and Kashmir, 181206 (hereinafter referred to as the "Consultant")

And

GenX Info Technologies Pvt. Ltd. Company registered under the Companies Act, 1956 of India having its office at 411, 4<sup>th</sup> Floor, Bestech Cyber Park, Narsinghpur, NH-8, Gurgaon (hereinafter referred to as "Company")

The following shall be the terms & conditions towards the Executive Search & Placement Service offered by the Consultant to the Company.

1. Nature & Scope of Services:

- The Company shall send the Consultant detailed list of their recruitment that shall include job Profile, number of Vacancies, Education /Professional Qualification, Age, Experience, Location, CTC & other specific skill sets in the prescribed format send by the Consultant or the Company.
- The Consultant will hold a formal meeting/ discussion in person or through Email/ Phone & clarify the Company's requirement wherever required.
- The Company shall intimate the Consultant regarding the time, date & venue preference to make the short-listed candidates for the succeeding interviews.
- The final selection process will be carried out from the Company's end & the outcome shall be intimated to the Company.

2. Professional Fess:


- The Company will be charged a professional fee for placements as 7% of Annual CTC+ Taxes for all roles.
- The Company is liable to pay GST at the current rates as per the government guidelines.
- The Company shall pay within 45 days from the date of Joining.

3. Replacement in case of separation: If the candidates resigns OR Company releases him within 90 days of joining, Consultant will provide a replacement for the same without any extra cost.

4. Force Majeure: Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of



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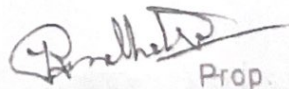


the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

5. **Governing law:** This Agreement shall be construed and governed by the laws of India without regard to principles of conflict of laws.
6. **Dispute resolution:** The parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. If the negotiations do not resolve the dispute to the reasonable satisfaction of parties, then each party's CEO ("representatives") shall, within thirty (30) days of a written request by either party to call such a meeting, meet either in person or through any other media and alone (except for one assistant for each party) and shall attempt in good faith to resolve the dispute. If the disputes cannot be resolved by such representatives in such meeting, the parties agree that they shall, if requested in writing by either party, meet within thirty (30) days after such written notification for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one-day mediation, either party may invoke arbitration proceedings for resolution of disputes.
7. The arbitration will be conducted in Gurugram (Haryana), India in English language, in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 ("Rules"). If any restriction set forth in the aforesaid Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period or too broad in geographic area, it shall be interpreted to extend only over the maximum period, range of activities or geographic area as to which it may be enforceable.
8. **Entire Agreement:** This Agreement shall constitute the complete and exclusive Agreement between the parties respecting the subject matter. This Agreement can be extended explicitly with the mutual consent of both the parties. This Agreement supersedes all previous agreements between Company and Consultant, whether oral or written, regarding subject matter hereof.
9. **Termination:** This Agreement or a Statement of Work may be terminated by either party at any time upon thirty (30) days prior written notice. Either party may terminate the Agreement or a Statement of Work with thirty (30) days' notice if other party breaches the term of the Agreement.
10. **Confidential Information:** "Confidential Information" means any information disclosed by the Company to the Consultant, either directly or indirectly, in writing, orally or by inspection



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of tangible objects (including without limitation documents, prototypes, samples), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within two (2) weeks after the initial disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information, which the Consultant can show (a) is now or later has become available in the public domain without breach of this Agreement by the Consultant, or (b) was in the possession of the Consultant prior to disclosure to the Consultant by the Company as evidenced by the Consultant's records, or (c) was received from a third party without breach of any nondisclosure obligations to the Company or otherwise in violation of the Company's rights, or (d) was developed by the Consultant independently of any Confidential Information received from the Company as evidenced by the Consultant's records.

**11. Non-disclosure:** The Consultant (a) shall treat all Confidential Information as strictly confidential, (b) shall not disclose any Confidential Information to any other person or entity without the prior written consent of the Company, (c) shall protect the Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection, and (d) shall not use any Confidential Information in any manner except for purposes of conducting business with the Company, or as otherwise agreed by the Company in writing. Notwithstanding the foregoing, the Consultant may disclose Confidential Information pursuant to an order of a court or governmental agency as so required by such order, provided that the Consultant shall first notify the Company of such order and afford the Company the opportunity to seek a protective order relating to such disclosure. The Consultant hereby agrees to notify the Company immediately if it learns of any use or disclosure of any Company Confidential Information in violation of the terms hereof. Parties agree that the Consultant shall limit the disclosure of Company's Confidential Information to its personnel, governmental authorities, auditors or a third party on a need-to-know basis or to conduct any quality audits or trainings who are bound to maintain the confidentiality of Confidential Information.

**12. Confidentiality Term:** The Consultant shall observe all obligations hereunder with respect to disclosures of Confidential Information for a period of 5 years after the Confidential Information was received from the Company.

**13. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Company to the Consultant, the Company shall retain title thereto and to all intellectual property and proprietary rights therein, and the Consultant will have no rights,



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A handwritten signature in blue ink, appearing to read "Pranab", is written over the printed name of the company.

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otherwise, to use the Confidential Information except as expressly provided herein. The Consultant shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Company on any copy of the Confidential Information and shall faithfully reproduce any such mark or notice on all copies of such Confidential Information. The Contractor is permitted to use Company's name and logo in self-promotional materials, proposal, or similar matters. Contractor may use Company's name and logo as Contractor's customer on Contractor web page.

14. **Return of Confidential Information:** The Consultant will promptly return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies, and excerpts of Confidential Information) upon the earlier of the completion or termination of this Agreement or the dealings between the Company and the Consultant, or at the Company's written request.
15. **Validity:** Based on the criteria of the Company's requirements the Consultant will pool CVs from the data bank and their network, if found suitable the Consultant will mail the short-listed CVs to the Company and CV's will be valid for period of 3 months in the Company database from the date of sharing of CVs to the Company.
16. **Acceptance & Agreement:** Upon accepting and agreeing to our terms & conditions as mentioned above we duly signed copy of the agreement shall constitute a valid service contract between the Consultant and the Company for a period of 12 months from the date of signing the agreement.

Agreed to the above terms and condition

Genx Info technologies Pvt. Ltd.

For ATR Consultants

Name- Mr. Tilak Raj\_\_

Designation- CEO & Founder\_\_

Date-18<sup>th</sup> January, 2023

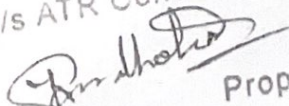
Place-Jammu\_\_

Name

Designation - Director

Date

Place - Gurugram

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