

Non-Disclosure Agreement (NDA)

THIS NON-DISCLOSURE AGREEMENT is made on this 18th January 2023
(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

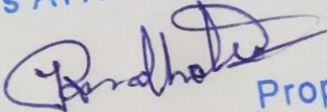
- Consultant is a services-based organization hired by GenX for recruitment on Consulting and Contact to hire models.
- Both Company and Consultant have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

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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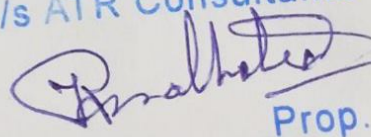

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& prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, 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.

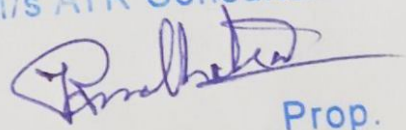
3. **Remedies.** Consultant acknowledges that any actual or threatened disclosure or use of the Confidential Information by Consultant would be a breach of this agreement and may cause immediate and irreparable harm to Company or to its clients; Consultant affirms that damages from such disclosure or 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.

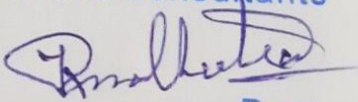
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7. **Authority.** The parties represent and warrant that they are authorized to enter into this Agreement and perform their obligations hereunder.
8. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive 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 under standings 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:

Designation:

Signature:

Date: 18th January 2023

Consultant

(With Organization Seal):

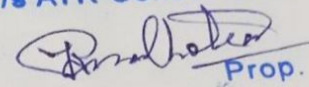
Name: Mr. Tilak Raj

Designation: CEO & Founder

Signature:

Date: 18th January, 2023

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