

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Agreement is between MCNOC, INC (the "Disclosing Party") and ASHWIN RAUT an individual residing at INDIA ("RECEIVING PARTY").

WHEREAS, DISCLOSING PARTY has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to Web Project's ("INFORMATION");

WHEREAS, DISCLOSING PARTY desires to disclose the INFORMATION on a confidential basis to RECEIVING PARTY solely for the purposes of evaluating the INFORMATION for possible future business arrangements; and

WHEREAS, DISCLOSING PARTY wishes to maintain the confidentiality of the INFORMATION and the protection of DISCLOSING PARTY'S intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Definition of Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

I. CONFIDENTIAL INFORMATION

- A. DISCLOSING PARTY agrees to disclose INFORMATION to RECEIVING PARTY to facilitate possible future business dealings between the parties.
- B. RECEIVING PARTY agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of DISCLOSING PARTY, with the exceptions as provided in paragraph C herein. RECEIVING PARTY agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.
- C. Notwithstanding paragraph B, RECEIVING PARTY shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by DISCLOSING PARTY, or was known to and recorded in writing by RECEIVING PARTY prior to the time of disclosure by DISCLOSING PARTY, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECEIVING PARTY prior to the time of disclosure by DISCLOSING PARTY that

RECEIVING PARTY believes to constitute the INFORMATION, or any portion thereof, RECEIVING PARTY shall disclose to DISCLOSING PARTY an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by DISCLOSING PARTY.

- D. This is not an offer for sale or license. No right or license is granted by DISCLOSING PARTY to RECEIVING PARTY in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of DISCLOSING PARTY and shall promptly be returned by RECEIVING PARTY upon request.
- E. This Agreement shall remain in force in spite of disclosure of the INFORMATION by DISCLOSING PARTY in the form of patent applications, copyright applications, or other disclosures by DISCLOSING PARTY.

II. RESTRICTIONS

- A. Except for the express written consent of DISCLOSING PARTY, RECEIVING PARTY agrees:
 - 1. Not to use or disclose to another person or entity any confidential information of DISCLOSING PARTY;
 - 2. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files, source code, programming code, mockups and any documents containing confidential information of DISCLOSING PARTY; and
 - 3. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of DISCLOSING PARTY.
- B. RECEIVING PARTY further agrees, at the request of DISCLOSING PARTY:
 - 1. To immediately return to DISCLOSING PARTY all of the items in the possession of RECEIVING PARTY which relate to or which disclose in whole or in part any confidential information of DISCLOSING PARTY; and
 - 2. To refrain from using or disclosing to any other person or entity any confidential information of DISCLOSING PARTY.

III. INTELLECTUAL PROPERTY

- A. Title and Copyright Assignment
 - 1. All products and results of RECEIVING PARTY'S services rendered hereunder (the "Work") are works made for hire. RECEIVING PARTY acknowledges and agree that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of DISCLOSING PARTY.
 - 2. Notwithstanding the foregoing, RECEIVING PARTY also hereby assigns and transfers to DISCLOSING PARTY, its successors and assigns, the entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in

equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world.

3. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, RECEIVING PARTY hereby waives and appoints DISCLOSING PARTY to assert on RECEIVING PARTY'S behalf RECEIVING PARTY'S moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for DISCLOSING PARTY'S purposes.
4. RECEIVING PARTY agrees to execute all papers and to perform such other proper acts as DISCLOSING PARTY may deem necessary to secure for DISCLOSING PARTY or its designee the rights herein assigned.

B. Patent Assignment

1. RECEIVING PARTY may invent new, original, and ornamental or useful inventions in the course of or related to RECEIVING PARTY'S business relationship with DISCLOSING PARTY ("the Inventions").
2. RECEIVING PARTY transfers to DISCLOSING PARTY, or hereby assigns and/or its successors assigns, the entire right, title, and interest in and to said Inventions, and any patent and patent applications deriving therefrom for any such invention in the United States and throughout the world, including the right to file foreign applications directly in the name of DISCLOSING PARTY and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with DISCLOSING PARTY as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in the United States and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in DISCLOSING PARTY.
3. Notwithstanding the above, RECEIVING PARTY shall not assign and/or transfer any invention for which no confidential information of DISCLOSING PARTY was used, unless the invention results from any work performed by RECEIVING PARTY for DISCLOSING PARTY.

C. Disclosing Partnership of Trademarks

RECEIVING PARTY hereby acknowledges that DISCLOSING PARTY shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the INFORMATION or any use or offer to sell thereof.

IV. COVENANT NOT TO SUE

RECEIVING PARTY shall not institute any action or suit at law or in equity against DISCLOSING PARTY, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of DISCLOSING PARTY.

V. DAMAGES AND SPECIFIC PERFORMANCE

RECEIVING PARTY agrees that should RECEIVING PARTY breach any of the promises contained in this Agreement that DISCLOSING PARTY would suffer irreparable harm and DISCLOSING PARTY would be without adequate remedy at law and that DISCLOSING PARTY may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by DISCLOSING PARTY for RECEIVING PARTY'S breach of this Agreement.

VI. NO WAIVER

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

VII. SEVERABILITY

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

VIII. MERGER/MODIFICATION IN WRITING

RECEIVING PARTY agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, RECEIVING PARTY shall honor all prior obligations concerning confidentiality of DISCLOSING PARTY'S confidential INFORMATION.

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date indicated below.

DISCLOSING PARTY

MCNOC, Inc.

(Signature)

(Date)**RECEIVING PARTY**

ASHWIN RAUT
(RECEIVING PARTY'S name)

A.R.
(Signature)

(Date) 15/11/2016