



ThoughtSeed Private Limited

50/B Queens Elegance 4th floor(403),

18th B main road, HSR 6th Sector, Bangalore India.

www.thoughtseed.io

MUTUAL NON - DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**"), dated as of 26/1/2022, executed by and between

- (1) **Thoughtseed**, a company duly incorporated and registered under the provisions of Companies Act, 2013 having registered office at HSR Layout, Bangalore, India. (hereinafter referred to as the '**Company**' or '**Thoughtseed Private Limited** ') which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

And

- (2) **101 DEPLOY**, a company duly incorporated and registered under the provisions of Pvt Limited, having registered office at TamilNadu, India. (hereinafter referred to as the "**Other Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assignees) of **OTHER PART**.

To govern the disclosure and sharing of Confidential Information (defined below) by and between Other Party on the one hand, and Thoughtseed Private Limited on the other hand, in connection with their discussion regarding, inter alia, strategic business development partnerships and other services that may be provided by the Other Party to Thoughtseed Private Limited or visa-versa (the "**Potential Transaction**").

(The Other Party and Thoughtseed Private Limited are also individually referred to as a "**Party**" and collectively as the "**Parties**" hereinafter).

1. Definitions

- 1.1 "**Confidential Information**" includes but is not limited to information which is or fairly can be considered to be of a confidential nature, specially data with respect to customers/users of either Party and which may be obtained whether (without limitation) in graphic, written, electronic or machine readable form on any media, by the Receiving Party from the Disclosing Party and also includes all Intellectual Property but does not include information:
- (i) that which is or becomes generally available in the public domain other than by the Receiving Party's breach, of this Agreement, or of any other confidentiality agreement or non-disclosure agreement;
 - (ii) that which was previously known as established by records of the Receiving Party prior to receipt from the Disclosing Party and in possession of the Receiving Party prior to the date of this Agreement;
 - (iii) that which was lawfully obtained by the Receiving Party from a third party;



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- (iv) that which was developed independently by the Receiving Party without reference to the Confidential Information provided by the Disclosing Party;
 - (v) that which is or becomes available to the Receiving Party by any third party that did not have corresponding confidentiality obligations and is prior to disclosure by the Disclosing Party; or
 - (vi) that which is disclosed or released in the public domain by the Receiving Party with the prior written approval of the Disclosing Party.
 - 1.2 **“Disclosing Party”** means the Party disclosing the Confidential Information to the Receiving Party, including but not limited to, any subsidiaries, affiliates, employees, consultants and other personnel;
 - 1.3 **“Intellectual Property”** includes without limitation:
 - (i) all patents, trademarks, business processes, domain names, works of authorship, designs, utility models, copyrights whether registered or unregistered, which are owned by the Disclosing Party or acquired or developed by the Disclosing Party in the course of its business, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and
 - (ii) all processes, inventions, ideas, programs, codes, software, algorithms, discoveries, correspondence, trade secrets, databases, know-how, creations or improvements upon, additions or any research effort relating to any of the above, whether registrable or not.
 - 1.4 **“Receiving Party”** means the Party receiving the Confidential Information from the Disclosing Party, including but not limited to, any subsidiaries, affiliates, employees, consultants and other personnel.
- 2. Use and maintenance of Confidential Information by the Parties.**
- 2.1 Each Receiving Party agrees that it shall:
 - (i) keep confidential, using a reasonable degree of care, the Confidential Information, and in all cases using a degree of care not less than that applicable to its own confidential information; and
 - (ii) not use the Confidential Information for any other purpose other than for evaluating or researching upon the Potential Transaction in the ordinary course of business.
 - 2.2 Each Receiving Party may disclose Confidential Information, with adequate prior notice to the Disclosing Party, to the extent required by any applicable law, order, rule or regulation of any court of competent jurisdiction, or any judicial, governmental or regulatory body or



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agency or to any other person who has been approved by prior consent of the Disclosing Party to receive such Confidential Information.

3. Return of Information.

- 3.1 Upon termination of this Agreement or written request of the Disclosing Party, each Receiving Party shall, as soon as reasonably practical, return or destroy all Confidential Information held by such Receiving Party including any copies thereof. Any archival copies of the Confidential Information that may remain with the Receiving Party shall remain subject to the confidentiality obligations in this Agreement even after the termination of the Agreement. It is specifically agreed between the parties to this agreement that any such archival copies of Confidential Information retained post termination of this contract by either party for such purposes as mentioned above shall not be shared with any third party at any point without the prior express written consent of the Disclosing Party.

4. Ownership of Confidential Information.

- 4.1 The Receiving Party agrees that no right or licence is granted to it by the Disclosing Party in relation to the Disclosing Party's Confidential Information and that the Disclosing Party retains all rights, title and interest in its Confidential Information. It is further agreed that at all times, Confidential Information shall be and remain the property of the Disclosing Party. This Agreement does not grant either party any express or implied rights under the other party's patents, know-how, trade secrets, copyrights, trademarks or other intellectual property rights or applications therefore. The Parties make no representation that any type of business relation will be concluded between the Parties. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties.

5. Indemnity.

- 5.1 Other Party agrees to indemnify, defend and hold harmless Thoughtseed Private Limited , its affiliates, employees, agents and consultants (the "**Indemnified Persons**") from and against any and all reasonable claims incurred by the Indemnified Persons, as a result of, arising directly or indirectly from, or in connection with or relating to any matter inconsistent with, or any breach or inaccuracy of any representation, warranty, or covenant made or failure to perform (whether in whole or part) any obligation required to be performed by the Other Party pursuant to this Agreement. Any claim for indemnity pursuant to this Agreement shall be made by the Indemnified Persons by a notice in writing ("**Indemnity Notice**") to the Other Party.



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6. **Term and Termination.**

- 6.1 This Agreement shall terminate on the completion of _____ from the date of this Agreement and this period may be extended with the mutual consent of both parties.

7. **Entire Agreement/Amendment.**

- 7.1 This Agreement constitutes the entire agreement between the Parties relating to the confidential treatment and non-disclosure of Confidential Information, and supersedes and replaces all prior writings, discussions and rights between the parties. No amendment of this Agreement shall be effective unless specifically indicated in writing and signed by both the Parties.

8. **Invalidity.**

- 8.1 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the validity and effectiveness of the remaining provisions shall not be affected and shall remain in full force and effect to the fullest extent permitted by law. In addition, in case any provision of this Agreement is determined to be enforceable by law only under a reasonable alternate construction/interpretation, then said provision/s shall be deemed to be construed according to such alternate construction/interpretation.

9. **Governing Law.**

- 9.1 This Agreement and all disputes and claims in connection with this Agreement shall be governed by the substantive and procedural laws of India, without regard to its conflict of law's provisions and shall be exclusively decided in the courts of Bangalore, India.

10. **Notices.**

- 10.1 All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be delivered by hand, sent via overnight courier, sent by electronic mail, or mailed by first class certified or registered mail, return receipt requested, postage prepaid to the appropriate address set forth below.

11. **Counterparts.**

- 11.1 This Agreement may be executed in counterparts, each of which shall constitute a signed original and the counterparts shall together constitute one document. Faxed, photocopied or scanned signature pages shall be valid and acceptable for all purposes as if it were an original.



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12. Relationship.

12.1 The Parties are independent contracting parties and shall have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency or joint venture, or employer-employee relationship. The Parties make no representation that any type of business relation will be concluded between the Parties.

13. Survival.

13.1 The provisions of this Agreement with respect to Confidentiality of Financial Information, Trade Secrets, Intellectual Property, Customer related Information and clauses intended to survive, shall survive the termination and/or expiration of this Agreement, in perpetuity.

14. Remedies.

14.1 The Parties agree that the obligations set forth in this Agreement are necessary and reasonable in order to protect the Disclosing Party and its business. The Parties expressly agree that due to the unique nature of the Disclosing Party's Confidential Information, monetary damages would be inadequate to compensate the Disclosing Party for any breach by the Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the Parties agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without the necessity of proving actual damages.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

FOR Thoughtseed Private Limited (Company)

Signature:

Name: Sheshnarayan Iyer
Title: Director / Co Founder
E-mail: wave@thoughtseed.io
Date: 26/01/2022



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FOR OTHER PARTY

Signature:

Name: _____

Title: _____

Address: _____

E-mail: _____

Date: 26/01/2022