

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of ____5/16/2016____ by and between SynapseIndia, Developer in India and Pet Supplies Plus, a Michigan corporation.

WHEREAS, the parties wish to propose, evaluate and/or engage in a potential business transaction between them ("Transaction") and, in connection therewith, each party (as the case may be, the "Receiving Party") has requested or will be requesting the other party (as the case may be, the "Disclosing Party") to provide it with certain materials, documents and information regarding the Disclosing Party's business, assets, operations, finances, customers, employees, know-how, strategies, costs, profitability and technology, all of which information, regardless of when received, is confidential and proprietary (collectively, the information being referred to herein as the "Confidential Information"); and

WHEREAS, each party desires to protect its Confidential Information and preserve the confidential and proprietary nature of the Confidential Information;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. The Receiving Party acknowledges the competitive value and confidential and proprietary nature of the Confidential Information and the damage that could result to the Disclosing Party if any part of the Confidential Information were disclosed to any third party or if the Receiving Party uses the Confidential Information to directly or indirectly compete with the Disclosing Party or for any other reason. Therefore, the Receiving Party agrees that it and its Representatives (as hereinafter defined) will not, directly or indirectly, (i) use the Confidential Information in any way other than for the purpose of proposing, evaluating and/or engaging in the Transaction ("Purpose") and/or (ii) disclose all or any part of the Confidential Information, except as herein provided. The Receiving Party further agrees to limit the disclosure of the Confidential Information to only those employees, officers, agents, advisers and affiliates (collectively, "Representatives") necessary for the Purpose and agrees to advise each such Representative of the obligations contained herein. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Confidential Information as it employs with respect to its own Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by it or any Representative as if the applicable Representative were the Receiving Party and party hereto (including the responsibility to conduct court proceedings to restrain the Representative from prohibited disclosure or use).

2. No right or license to use the Confidential Information or other interest is hereby granted other than for the Purpose. The Disclosing Party retains all right, title and interest in and to the Confidential Information and any intellectual property rights or other rights related thereto. The Receiving Party agrees not to reverse engineer, decompile or disassemble any of the Confidential Information. If the Receiving Party becomes aware of any theft, destruction or unauthorized disclosure of the Confidential Information, the Receiving Party will promptly notify the Disclosing Party of such event. The Receiving Party shall only make copies of the Confidential Information as are necessary for the Purpose and shall mark "confidential" any documents containing or reflecting any of the Confidential Information.

3. The obligations of secrecy and non-disclosure set forth herein shall not apply to and the following shall not be deemed Confidential Information: (a) information which at the time of disclosure to the Receiving Party is in the public domain; (b) information which after disclosure to the Receiving Party

becomes generally available to the public by publication or otherwise through no fault of the Receiving Party or its Representatives; (c) information which the Receiving Party can demonstrate was in its possession prior to disclosure thereof by the Disclosing Party; (d) information the Receiving Party is required to disclose by court order, injunction, writ, law, rule or regulation, provided that the Receiving Party, to the extent permitted by law, notifies the Disclosing Party so that the Disclosing Party may have a reasonable opportunity to obtain a protective order or other form of protection against disclosure; (e) information which is independently developed by or for the Receiving Party without reliance on the Disclosing Party's Confidential Information; or (f) information that the Receiving Party receives from a third party without knowledge of a breach of a confidentiality obligation.

4. The Receiving Party shall return to the Disclosing Party upon demand any and all Confidential Information entrusted to it by the Disclosing Party pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto), or the Receiving Party may request permission from the Disclosing Party to destroy all such Confidential Information in lieu of returning it and provide a certificate of destruction to the Disclosing Party; and the Receiving Party further agrees that it shall not copy in whole or in part any such Confidential Information without the written consent of the Disclosing Party, except for the sole use of its personnel in carrying out their evaluation. ANY CUSTOMER LISTS PROVIDED TO COMPLETE THE RESEARCH WILL BE USED ONLY FOR THE SPECIFIC PROJECT AND WILL BE DESTROYED ONCE THE RESEARCH IS COMPLETE.

5. Each party hereby represents to the other that the disclosure of the Confidential Information, as may be the case, will not violate any proprietary or privacy rights of third parties, including, without limitation, confidential relationships, patent and copyright rights, or other trade secrets, and that the disclosure between the parties will not violate any contractual obligations which either party may have to any third party. Each party further warrants that it has the right to disclose all Confidential Information that it discloses to the other party pursuant to this Agreement. Except as set forth in this Section 5, the Receiving Party acknowledges for itself and its Representatives that the Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and agrees that the Disclosing Party shall have no liability (unless it breached the representations set forth herein) to the Receiving Party or any other person resulting from its use of the Confidential Information. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement.

6. Without the prior written consent of the other party, each party and its Representatives shall not disclose to any person either the fact that discussions or negotiations are taking place concerning a possible business transaction between the parties or any of the terms, conditions or other facts with respect to any possible transaction, including the status thereof.

7. Each party understands that the other party may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as representing or implying that the Receiving Party will not independently develop products, for itself or for others, that compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

8. The terms and conditions of this Agreement and Receiving Party's duty to hold Disclosing Party's Confidential Information in confidence shall remain in effect for a period of two (2) years from the date hereof; provided, however, each party shall maintain in confidence any trade secrets of the other party indefinitely.

9. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and determined in accordance with the laws of the State of Pennsylvania, without giving effect to its conflict of laws, principles or rules. Each party hereby consents to the exclusive jurisdiction of any state or federal court located within Indianapolis, Indiana, and irrevocably agrees that all actions or proceedings relating to this Agreement shall be litigated in such courts and each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court.

10. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PET SUPPLIES PLUS

"Receiving Party"

(SynapseIndia)

By: Austin Henson

By: Sanjeev Kumar



Signature: _____

Signature: _____

Title: _____Marketing Associate_____

Title: Manager F&A, SynapseIndia