

## **Confidentiality Agreement**

This Agreement made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ YEAR between **Preenos crowd technologies Pvt Ltd.** a Company incorporated under Companies Act, 1956 and having its office at 91springboard, 3rd Floor, Salarpuria Tower -1, No. 22, Industrial Layout, Hosur Road, Koramangala, Bengaluru, Karnataka 560095, India (hereinafter called “the Company”) AND \_\_\_\_\_ (hereinafter called as “Second Party”) (including its directors, officers, employees, agents etc.). **The second party will be assigned to work for projects of 99tests, a product of Preenos Crowd Technologies Pvt Ltd. 99tests is a crowdtesting platform that enables enterprises to test their software applications in real time, create test cases & automate workflows.**

WHEREAS the business idea, concept and process etc of the company is proprietary/confidential and in order to maintain its confidentiality during its sharing with the second party as a part of pre-transaction discussions, exchanges etc between the parties, the parties have felt the need to enter into this agreement;

WHEREAS, the “confidential information” of the company shall include , but not limited to, its business concept, ideas, policies, working process, data, programmes, projects, drawings, designs, algorithms, interfaces, customer data, software, videos, presentations, wireframes, source code, discussions whether oral or written or on telephone , emails, human resource/personnel information, marketing/ promotional policies etc.

- 1) **Non-Disclosure of Confidential Information:** The Second party agrees not to disclose any confidential information to any third party, either directly or indirectly and whether for consideration or non consideration, without the expressed written consent of the Company. The second party agrees to take all necessary reasonable steps to protect the Confidential Information from being disclosed.
- 2) **Term and tenure :** The Second Party shall not disclose the confidential information anytime i.e. pre-transaction , during transaction or post transaction at any point of time even if the transaction is not in existence or irrespective of the fact the transaction falls through or is not entered into.
- 3) **Return and destruction of confidential information:** The second party shall not duplicate confidential information except with the written consent of the company and that too for the purpose of fulfilment of the transaction. Upon the written request of the Company, the second party shall return all Confidential Information received in written or tangible form, including copies or reproductions or other media containing such confidential information within ten (10) days of such request. The Company at its sole option may request in writing that the second party

may destroy all copies of the confidential information. The second party shall provide a written certificate to the Company regarding destruction within ten (10) days thereafter.

- 4) **Ownership of the confidential information:** The Second party agrees that all confidential information is proprietary of the Company. Nothing contained herein shall be construed as granting or implying any transfer of any right, title or interest to the second party in the confidential information or any patent or other Intellectual property protecting or relating to the confidential Information.
- 5) **Remedies and governing law:** The Second party acknowledges that the violation of any term of this agreement will cause damage and harm to the Company which will be irreparable and monetary damages shall not be sufficient remedy. In the event of breach of any term by the second party, the company shall have the right to recover exceptional damages and also seek preventive orders against the second party to prevent the confidential information from being disclosed or used in any form whatsoever. Any dispute between with respect to any information being confidential or not or regarding any terms and conditions of the agreement shall be subject to arbitration as per the Arbitration and Conciliation act 1996 to be decided by a sole arbitrator to be mutually decided by the parties and the place of arbitration shall be Mumbai only. Any litigation in terms of the said Act shall also be subject to the exclusive jurisdiction of the courts at Mumbai. Apart from the reliefs mentioned above the company shall also be entitled to recover costs and expenses of the litigation from the second party.
- 6) **Severability:** In the event of any term of this agreement being held void or unenforceable the remaining terms shall remain in force and effect.

SIGNED AND ACCEPTED:

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For the company

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Second party witness