

Non-Disclosure Agreement number Sazinga-NDA/SD-Jan/2022/001.

THIS AGREEMENT, is made at Pune on this **Thursday, 06th** day of **Jan 2022**, between **Truevibez Private Limited, CIN No.: U72900PN2020PTC192111**, a company incorporated under the laws of India with its office at **F-203, Anjor Housing Society, 2nd Lane, Veerbhadra Nagar, Baner, Pune - 411045, Maharashtra, India** (hereinafter referred to as the "Company" which expression shall deemed to mean and include its affiliates, successors and permitted assigns).

AND

Sazinga Digital Services Private Limited CIN No.: U72900PN2015PTC155920, a Company incorporated under the laws of India with its office at **#201, Wing A, Royal Empress, Baner Road, Baner, Pune - 411 045, Maharashtra, India**, (Hereinafter referred as "Other Party" which expression unless repugnant to the context shall include its successors and permitted assigns).

Individually referred to as "Party" and collectively as "Parties".

BACKGROUND

The Parties hereto wish to discuss and exchange certain information hereinafter referred to as the Confidential Information

NOW THEREFORE, the Parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. DEFINITIONS

- 1.1. "Disclosing Party" shall mean the Party disclosing the Confidential Information
- 1.2. "Receiving Party" shall mean the Party receiving the Confidential Information
- 1.3. "Confidential Information" shall mean all information provided or shared by Disclosing Party regardless of whether it is written, oral, audio tapes, video tapes, electronic media or any other medium) which includes but not limited to all or any proprietary and/or sensitive information, secrete information, research and development, business plans, products,

operations, processes, plans, product information, procurement requirements, purchasing, manufacturing, employee lists or employee related information (including personal information and sensitive personal data), business affairs, devices, software source codes and object codes, design documents, price list, financials, trade secrets, client lists, prospective client lists, partner lists, lists of business associates, consultants, client's information, machines, prototypes, designs, concepts, improvements, know – how, algorithms, models, inventions (whether or not patentable or copyrighted), development, decision technology, specific, actions, techniques, sketches, works of authorship, application processes, strategies, photographs, technical data or know-how, domain knowledge, prototype concepts, formulae, business concepts, sales and marketing plans, profiles of its subsidiaries, branches or details of shareholding, financials, projections, track records, profile and products and services, specifications, test, work in progress, engineering, articles of manufacture, drawings, human or machine readable documents and any other information which a prudent man shall have a reason to believe that such information is confidential or proprietary. Confidential Information shall also include all information provided by Disclosing Party to Receiving Party prior to the signing of this Agreement.

Confidential Information shall not include any of the following:

- a) the information which is in the public domain at the time of the disclosure, or subsequently comes within the public domain without any fault of the Receiving Party, their affiliates or employees, contractor, subcontractor, client or any other person associated with the Receiving Party;
- b) the information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
- c) the information which Receiving Party rightfully acquired from third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- d) The information which is independently developed by the Receiving Party.

2. USE OF CONFIDENTIAL INFORMATION AND RESTRICTIONS THERETO

2.1 The Receiving Party agrees to:

- a) Receive and maintain the Confidential Information in confidence and use such information only for the purpose as allowed by the Disclosing Party;
- b) Not to reproduce or copy or modify the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- c) Not, directly or indirectly, make known, share or divulge, or unauthorizedly publish or communicate the Confidential Information to any person, firm or corporation without the express written consent of Disclosing Party;
- d) Limit the internal dissemination of the Confidential Information only to those officers and employees, directors or professional advisors if any, of the Receiving Party who have a need to know such information and where such recipients are made aware of the confidentiality obligations under this Agreement and are bound by the written agreement covering confidential information not less than this Agreement. ;
- e) Not to share the information with any third party (specifically to those persons or firms who are in the same field of activities as that of Disclosing Party or are direct or indirect competitor of the Disclosing Party)
- f) Not to use the Confidential Information in any way so as to procure any commercial advantage for itself or for any third party or in a manner directly or indirectly detrimental to the Disclosing Party.
- g) Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h) Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.
- i) Not to disclose to any person (other than those who are authorized herein) the existence of this Agreement and any terms, conditions or status thereof.

2.2 The Receiving Party confirms that it has in place reasonable safeguard against the unauthorized disclosure of the Confidential Information such that it can comply with the provision of this Agreement and agrees that, without prejudice to the forgoing it shall protect the Confidential Information in at least the same manner and to at least the same degree of care that it protects its own confidential information but not less than reasonable degree of care.

If the Receiving Party is served with the valid court or governmental order requiring disclosure of any part of the Confidential Information, the Receiving Party shall unless prohibited by law, promptly notify the Disclosing Party of the fact and cooperate fully in opposing or seeking protective orders or limit or appealing against such legal processes requests or order as deemed appropriate by the disclosing Party.

3. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

All information provided by the Disclosing Party shall remain the property of the Disclosing Party and no license, interest or rights (including without limitation, any intellectual property rights) to the Confidential Information is granted or implied. Receiving Party acknowledges that the Confidential Information is made available on a "as is" basis Disclosing Party and Disclosing Party disclaims all representation, warranties, conditions and terms as to accuracy, completeness, performance fitness for particular purpose, merchantability and quality, title and non-infringement.

4. **NON-ASSIGNABLE**

Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, to any third Party.

5. **GOVERNING LAW**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of India Notwithstanding any conflict-of-laws doctrines of such or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

6. **TERM**

This Agreement shall be effective from **06th Jan 2022** and shall be valid for (5) years from such time that the information is first disclosed by either Party (such date to be recorded

independently by the Parties) during which period the parties may disclose Confidential Information to one another, unless the Agreement is terminated earlier by either party with one (1) month's prior written notice to the other party. Obligations on the Parties set out under this Agreement shall survive for a period of five (5) years and shall be governed by the terms herein. Provided however the confidentiality requirements for trade secrets of the Disclosing Party shall continue forever. Upon Termination or expiry of this Agreement or on written request from the Disclosing Party, whichever is earlier, the Recceiving Party shall return or destroy any or all part of the Confidential Information without retaining any copies and if requested by the Disclosing Party shall provide the written confirmation to the Disclosing Party to that effect.

7. NO LICENSE

Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

8. INJUNCTIVE RELIEF

If Receiving Party fails to comply with any of the obligations hereunder, Disclosing Party may suffer immediate, irreparable harm for which monetary damages shall provide inadequate compensation. Accordingly, Disclosing Party may entitled to request, in addition to any other remedies available to it at law or in equity, injunctive relief to specifically enforce the terms of this Agreement, without the necessity of posting a bond even if otherwise normally required.

9. REMEDIES

Without prejudice to above clause 8 titled as "Injunctive Relief", the parties acknowledges that any disclosure or misuse of Confidential Information as prohibited hereunder shall give rise to remedies under law and equity, including actions for damages and/or injunctive relief where available. The parties further acknowledge that the amount and kind of damages shall be difficult to ascertain, immediate, irreparable, continuous, and recovery at law alone may be inadequate; and therefore, the terms of this Agreement may be specifically enforced through injunctive relief. Notwithstanding the foregoing nothing herein shall be construed to preclude the recovery of any and all other remedies at law.

10. SEVERABILITY

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11. ENTIRE AGREEMENT

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

12. ARBITRATION

Parties shall try to resolve the dispute, any claim or the breach thereof arising out of or relating to this Agreement amicably. If Parties fail to resolve such dispute within 7 days from the date of such reference Parties shall refer such dispute to the sole arbitrator mutually appointed by the Parties. If Parties fails to agree upon the sole arbitrator within 7 days then such dispute shall be referred to the panel of three arbitrators, each party shall appoint one arbitrator and such two arbitrators will mutually appoint third Arbitrator. Arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (and amendments thereto) and the rules thereof,

conducted in Pune (Maharashtra, India). The arbitration award shall be final and binding. Notwithstanding the foregoing, either party may seek and obtain temporary injunctive relief from any court of competent jurisdiction against any improper disclosure of the Confidential Information.

13. MISCELLANEOUS

Counterparts:

This Agreement may be executed in two counterpart each counterpart shall constitute original Agreement.

Notices:

Any Notices under this Agreement will be in writing and will be delivered either in person, or through postal mail, facsimile or postal email on the address mentioned above. The language use for such notice is English.

Waiver:

No delay or omission by any Party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as waiver of it.

IN WITNESS OF THEIR AGREEMENT, the parties have set their hands to it below effective the day and year first written above.

For Truevibez Private Limited

Authorized Signatory,
Name: Rajesh Karandikar
Title: Director

Sign: _____

Date: 06th Jan 2022
Place: Pune

For Sazinga Digital Services Pvt Ltd

Authorized Signatory,
Name: Sumitsinh Thakur
Title: Founder and CEO

Sign: _____

Date: 06th Jan 2022
Place: Pune

