

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY Agreement (the "Agreement") is made and entered into this 02/Mar/2019 (the "Effective Date") by and between mydeals247 ecommerce pvt ltd with its principal place of business located at 10th Floor, RMZ Latitude Commercial Bellary Rd, Hebbal, Bengaluru, Karnataka 560024 IN (the "Company") and

{vendor name/ consultant name} Karangaiah Seikanth with the address

H.No:- 2-37/2, Mullangi(B), Makluri (M), Nizamabad, Telangana, 503213
(the "Vendor") (hereinafter referred to individually as a "Party" and collectively as "the Parties").

WHEREAS, the Company is in the business of internet businesses;

WHEREAS, the Vendor has expertise in the area of software industry;

WHEREAS, the Company desires to engage the Vendor to provide certain services in the area of Vendor's expertise and the Vendor is willing to provide such services to the Company;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- (a) Engagement. The Company hereby engages the Vendor to provide and perform the services related to software platforms related to marketplaces and related.
- (b) Standard of Services. All Services to be provided by Vendor shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a Vendor with the background and experience that Vendor has represented it has. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Vendor to perform the Services.
- (c) Tools, Instruments and Equipment. Vendor shall provide Vendor's own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect for 2 years from the date of signing.
- (b) Termination. This Agreement may be terminated by the Company, without cause and without liability, by giving 30 calendar days written notice of such termination to the Vendor. This Agreement may be terminated by either Party by giving 30 calendar days written notice of such termination to the

other Party in the event of a material breach by the other Party. "Material breach" shall include: (i) any violation of the terms of Articles 1, 3, 4, 5, 6, 7, 8, 9 and 10.
(ii) any other breach that a Party has failed to cure within 30 calendar days after receipt of written notice by the other Party, (iii) the death or physical or mental incapacity of Vendor or any key person performing the Services on its behalf as a result of which the Vendor or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

4. Confidential Information

(a) Defined. Vendor/ Consultant should NOT share the any source code or Intellectual Property of the company (including the code snippets, templates and related assets) with any other 3rd party directly or indirectly. It's a complete violation as per this agreement. In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to the Company's business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Company either directly or indirectly in writing, orally or visually, to Vendor. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Vendor,
- (ii) was in the possession of the Vendor prior to receipt from the Company and was not acquired by the Vendor from the Company under an obligation of confidentiality or non-use,
- (iii) is acquired by the Vendor from a third party not under an obligation of confidentiality or non-use to the Company, or

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Company's earlier request, Vendor will deliver to Company all of Company's property or Confidential Information in tangible form that Vendor may have in its possession or control. The Vendor may retain one copy of the Confidential Information in its legal files.

5. Interference with Business

(a) Non-Competition. During the term of this Agreement, Vendor should not discuss the project details with any other 3rd party directly or indirectly, without obtaining the prior written consent of the Company.

(b) Non-Solicitation. Vendor agrees that for a period of one (1) year after termination of this Agreement, Vendor shall not:

- (i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or

(ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the Engagement Period and for a period of one (1) year thereafter.

6. Non-Publicity

Each of Company and Vendor agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

7. Assignment

The Services to be performed by Vendor hereunder are personal in nature, and Company has engaged Vendor as a result of Vendor's expertise relating to such Services. Vendor, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent. Nothing in this Agreement shall prevent the assignment by the Company of this Agreement or any right, duty or obligation hereunder to any third party. The Vendor accepts that there is no violation nor any conflict to work with the Company from the signed agreements with the previous engagements (if any).

8. Injunctive Relief

Vendor acknowledges that a violation of Article 4 or 5 would cause immediate and irreparable harm to the Company for which money damages would be inadequate. Therefore, the Company will be entitled to injunctive relief for Vendor's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the courts of State of Karnataka in the city of Bengaluru.

10. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signature of the Vendor / Consultant (K. Subanth)

Authorised Person Name: Kasangalla S:kanth

Job Title: Ruby on Rails developer

Date: 02/03/2019

adhy no: 245776957348

Signature of Ravi Kumar S (mydeals247 e-commerce Pvt Ltd)

Authorised Person Name: S Ravi Kumar

Job Title: Director

Date: