

## Mutual confidentiality and non-disclosure agreement

This confidentiality and non-disclosure agreement (“Agreement”) dated 16 / 06 / 2022 is executed between: (1) Recur Club Technologies Private Limited, a company incorporated under the laws of India and whose registered office is at A 703, Lovely Home Apartment, Plot 5, Sector 5, Dwarka, New Delhi - 110075, and (2) Glykka llc

a LLC incorporated under the laws of USA and having its registered office / place of business at 5215 North O Connor Blvd Ste 1100

Irving, TX 75039

(each individually referred to as “Party” and collectively as “Parties”).

1. For the purpose of evaluating the proposed commercial relationship agreed between the Parties in writing (“Purpose”), the Parties have agreed to exchange of Confidential Information between them in accordance with the terms of this Agreement.
2. For the purpose of this Agreement, “Confidential Information” means all confidential information relating to the Purpose which a Party (“Discloser”) and/or its Affiliates (*defined below*) discloses or causes to be disclosed to the other Party (“Recipient”), before, on or after the date of this Agreement, and includes: (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations; (b) all confidential or proprietary information relating to: (i) the business, affairs, customers, clients, suppliers plans, intentions, or market opportunities of the Discloser and/or its Affiliates, and (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Disclosure and/or its Affiliates; (c) any information, findings, data or analysis derived from Confidential Information; and (d) any other information that is identified as being of a confidential or proprietary nature, but excludes any information referred to in clause 3.
3. Information shall not be “Confidential Information” if: (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient, its Affiliates or their respective Representatives (*defined below*) in breach of this Agreement; (b) it was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser; (c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient’s knowledge, is not under any confidentiality obligation in respect of that information; (d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser; or (e) the Parties agree in writing that such information is not confidential.
4. In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall: (a) keep the Confidential Information secret and confidential; (b) not use or exploit the Confidential Information in any way except for the Purpose; (c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, this Agreement; and (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. The Recipient shall treat the Confidential Information with the same degree of care, secrecy and security measures which it affords to its own confidential information (and, in no event, less than reasonable degree of care, secrecy and security measures).
5. The Recipient may disclose the Confidential Information to its Representatives, Affiliates and/or their respective Representatives on the basis that the Recipient: (a) informs those Representatives, Affiliates and/or their respective Representatives of the confidential nature of the Confidential Information before its disclosure, and (b) procures that those Representatives, Affiliates and/or their respective Representatives comply with the confidentiality obligations under this Agreement as if they were the Recipient. The Recipient shall be liable for the actions or omissions of its Representatives, Affiliates and/or their respective Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.
6. For purposes of this Agreement, (a) “Representatives”, with respect to a Party and its Affiliates, means its directors, officers and employees, and professional advisers engaged by it to advise in connection with the Purpose, who, in each case, require such Confidential Information to discharge their function or responsibility in connection with the Purpose; and (b) “Affiliate”, with respect to a Party, means the Party’s wholly owned subsidiaries, parent entities, and other entities wholly owned by that Party’s parent entities.
7. Notwithstanding the foregoing, Recipient may disclose Confidential Information if and to the extent required by a valid order of a court or other governmental body, provided that prior to any such disclosure, Recipient shall, to the extent permitted by law, provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. If Recipient is unable to inform the Discloser before Confidential

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- Information is disclosed pursuant to this clause 7, it shall, to the extent permitted by law, inform the Discloser of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable.
8. The Recipient shall immediately notify the Discloser of any suspected or actual unauthorised use, copying or disclosure of Confidential Information received by it from the Disclosure.
  9. In the event that no transaction relating to the Purpose is commenced between the Parties after Recipient has been furnished with Confidential Information, or upon fulfilment of the Purpose, or at any time upon requested by the Discloser in writing, the Recipient will promptly deliver to the Discloser or, if so instructed by the Discloser in writing, destroy the Confidential Information and all copies thereof, in the Recipient's possession, charge, control or custody without retaining any copy (including any computer or other electronic record thereof). The Recipient shall ensure that any third party to which it has disclosed the Confidential Information in accordance with this Agreement, does the same. The Recipient shall promptly deliver a written certification affirming that obligations under this clause 9 have been complied with. Provided however, the Recipient may retain a copy of the Confidential Information, if and to the extent required for compliance with applicable laws.
  10. Each Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one Party does not give the other Party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement. The Parties acknowledge that the Confidential Information disclosed is provided "as is" and the Discloser makes no representations or warranties of any kind, expressed or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. The disclosure of Confidential Information by the Parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other Party.
  11. Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any breach of this Agreement.
  12. This Agreement shall continue in effect for a period of two (2) years from the date of execution, or until the Parties enter into a written agreement (if any) for the Purpose, whichever is earlier. If either Party decides not to continue to be involved in the Purpose with the other Party, it shall notify that other Party in writing immediately. Notwithstanding the end of discussions between the Parties in relation to the Purpose pursuant to the foregoing, each Party's obligations under this Agreement shall continue in full force and effect for a period of one year from the date of this Agreement. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either Party is entitled.
  13. All notices or other communication required or permitted to be given or contemplated under this Agreement shall be in English language, in writing and delivered personally or by prepaid post with recorded delivery or email, addressed to the intended recipient at its address set forth in this Agreement, or such other address or email as either Party may from time to time duly notify to the others.
  14. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
  15. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
  16. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
  17. The Parties shall not directly or indirectly assign, transfer, sub-contract or delegate any of its rights or obligations under this Agreement, without the prior written consent of the other Party.
  18. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  19. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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20. Any obligation on a Party not to do something under this Agreement includes an obligation not to allow that thing to be done. No one other than a Party to this Agreement shall have any right to enforce any of its terms.
21. This Agreement will be governed by the laws of India. Subject to clause 22 below, the courts at New Delhi shall have exclusive jurisdiction over matters arising from this Agreement.
22. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence or validity, shall be referred to and finally resolved by arbitration by a sole arbitrator jointly appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 (as amended, extended or re-enacted from time to time). The seat and venue of arbitration shall be New Delhi and the language to be used in arbitration proceedings shall be English.
23. This Agreement may be executed by original or electronic signature in identical counterparts, all of which together shall constitute the final agreement. Executed counterparts may be exchanged by electronic transmission (stored in a PDF software application format).

**IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.**

By Recur Club Technologies Private Limited

Through its authorised signatory



Name: Abhinav Sherwal

Designation: Director

Email: abhinav@recur.club (with copy to legal@recur.club)

By Glykka LLC

Through its authorised signatory



Name: Sunil Patro

Designation: CEO

Email: spatro@signeasy.com

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<b>TITLE</b>	Recur - Mutual confidentiality and Non-Disclosure Agreement...
<b>FILE NAME</b>	Recur India-Conf...ment-Template.pdf
<b>DOCUMENT ID</b>	6f42f6b9c04c1db3824059f6194d22fc9cc33610
<b>AUDIT TRAIL DATE FORMAT</b>	DD / MM / YYYY
<b>STATUS</b>	● Signed

## Document history



SENT

**16 / 06 / 2022**

15:18:32 UTC+5.5

Sent for signature to Sunil Patro (spatro@signeasy.com) from legal@recur.club  
IP: 122.162.233.35



VIEWED

**16 / 06 / 2022**

19:13:30 UTC+5.5

Viewed by Sunil Patro (spatro@signeasy.com)  
IP: 12.146.126.242



SIGNED

**16 / 06 / 2022**

22:36:52 UTC+5.5

Signed by Sunil Patro (spatro@signeasy.com)  
IP: 12.146.126.242



COMPLETED

**16 / 06 / 2022**

22:36:52 UTC+5.5

The document has been completed.