



Dated 23rd October, 2020

INEURON INTELLIGENCE PRIVATE LIMITED

Confidentiality Agreement

iNeuron



BETWEEN:-

(1) INEURON INTELLIGENCE PRIVATE LIMITED., a company incorporated in India with CIN [U80902KA2019PTC126951](#)

Whose registered office is at 1st Floor, Swamy Towers, Next to Ezone Club Outer Ring Road, Marathahalli Bangalore KA 560037 INDIA

and

(2) AYUSH GUPTA

INEURON and Receiver are hereinafter collectively referred to as the "Parties" and individually as a "Party".

BACKGROUND:-

- A. INEURON has disclosed and is willing to continue to disclose certain Confidential Information (defined below) to the Receiver in order to facilitate the Authorized Purpose (defined below).
- B. In order to protect any Confidential Information disclosed by INEURON to the Receiver, the Parties agree to the following terms.

IT IS AGREED:-



in this Agreement, the following words shall have the meanings set out below:

- 1.1 “Affiliate” in relation to any Person (including a Party to this Agreement), any Person directly or indirectly owning and/or controlling, owned and/or controlled by or under common ownership or control with such other Person at any time during the period for which the determination of affiliation is made and for the purposes of this Agreement, “control” shall mean in relation to any Person, the power to direct the management or policies of that Person directly or indirectly through the ownership of voting securities, by contract or otherwise;
- 1.2 “Authorised Purpose” Any and all business activities and/or discussions between the Parties for the purposes agreed thereon, as may be evidenced through records kept in the normal course of business (email to be sufficient) or any agreement or other document (including any scope of work);
- 1.3 “Background IP” Intellectual Property Rights that are owned by or licensed to a INEURON or its Affiliates (whether licensed to INEURON by an Affiliate or otherwise) which exists prior to the Effective Date came into existence or is otherwise developed or acquired by INEURON independently of this Agreement and which INEURON is free to disclose to the Receiver without being in breach of any obligations to a third party



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1.5 “Intellectual Property Rights”

any patent, extension of the exclusivity granted in connection with a patent, petty patent, utility model, trade mark, registered design or any application for registration of the same or right to apply for the same (including, but not limited to, continuations, continuations in part and divisional applications), any copyright or neighboring or related rights, database right, design right, rights in trade, business or domain names, rights in trade dress and logos, rights in inventions, publication rights, rights in confidential information (including the Confidential Information), trade secrets and knowhow or any similar or equivalent rights in any part of the world;

1.6 “Person”

any individual, corporation or body corporate, partnership, association, trust or other entity or organisation, including that person’s legal personal representatives, successors and permitted assigns; and

1.7 “Personnel”

in respect of a Party, its officers, employees and professional advisors.



2. Confidential Information

2.1 In this Agreement, “Confidential Information” shall, subject to Clause 2.2, mean this Agreement, any and all information or materials disclosed, directly or indirectly, by INEURON or any of its Affiliates to Receiver whether before or after the date of this Agreement and whether orally, in writing, electronically or in any other form, including information or materials relating to the Authorised Purpose, business, products, financial or management affairs, customers, suppliers or agents, proposals, strategies or trade secrets or other Background IP of INEURON and/or its Affiliates or any information pertaining to the third party that INEURON is authorised to disclose and shall include any personal data or sensitive personal data (as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011.

2.2 “Confidential Information” shall not include any information or material which:-

- 2.2.1 is or becomes public knowledge through no improper conduct on the part of Receiver or its Affiliates;
- 2.2.2 is already lawfully in the possession of Receiver free from any obligations of confidentiality or restrictions on use; or
- 2.2.3 is subsequently obtained by Receiver from a Person free from any obligations of confidentiality or restrictions on use and such Person is in lawful possession of such information and/or materials and is not in violation of any



information and/or materials.

- 2.3 The onus shall be on Receiver to prove that any of the exceptions included in Clause 2.2 apply.

3. **Data Processing, Information Security & Disaster Recovery**

- 3.1 The Receiver shall comply with all applicable privacy and data protection laws which relate to the jurisdiction(s) from which and for which the personal data is collected, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 to the extent applicable in respect of the Authorized Purpose. The Receiver shall, at INEURON's request, provide any and all information and documentation requested by INEURON that is necessary to demonstrate its compliance with the applicable privacy and data protection laws including any certifications in relation to the same.
- 3.2 Without prejudice to the foregoing, the Receiver shall not act or omit to act in a manner that will or is likely to result in INEURON [or any INEURON Group Company] breaching its obligations under such applicable laws. Nothing contained in this Agreement relieves the Receiver of its own direct responsibilities and liabilities under applicable laws.
- 3.3 To the extent that the Receiver , now or at any stage in the future, processes any personal data on behalf of INEURON [or a INEURON Group Company], the Receiver shall: (i) process such personal data only in accordance with INEURON's written instructions (unless required by law to act without such instructions); (ii) implement appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; (iii) ensure the reliability of any of its Personnel with access to such personal data and that such Personnel have a binding obligation to protect the confidentiality of such personal data; (iv) document and implement a process for the prompt and effective detection, containment, assessment and resolution of any suspected, potential or actual data incident; (v) notify INEURON and the [INEURON Authorized Representative] immediately in writing , of any suspected, potential or actual data incident, including any suspected, potential or actual accidental, unlawful or unauthorized destruction, disclosure, loss, alteration or access in relation to personal data processed on behalf of INEURON [or a INEURON Group Company]; (vi) allow INEURON to conduct physical inspections of the Receiver 's premises to ensure compliance with this



and (viii) upon termination or expiry of the Agreement, at INEURON'S request, promptly delete or return all personal data; and (ix) not process and/or transfer any such personal data to any country outside India without the prior written consent of the [INEURON Authorized Representative] and in any case, subject to the Receiver ensuring that adequate safeguards are put in place to protect the personal data it processes on behalf of INEURON; and (ix) document and implement a process to provide subject access and allow individuals to exercise their rights under applicable laws.

3.4 Receiver shall comply with the following policies of the Company which may be amended from time to time:

4. **Confidentiality Obligations**

4.1 Receiver shall treat all Confidential Information as secret and confidential and shall not use, copy or disclose any Confidential Information to any Person except as permitted in Clause 4.3.

4.2 Receiver shall take all necessary precautions to ensure the security of all Confidential Information and shall comply with INEURON's directions in relation to all Confidential Information. In particular, Receiver shall not make any copies of documents or other materials containing Confidential Information unless specifically authorised by INEURON.

4.3 Receiver shall be entitled to:-

4.3.1 use Confidential Information solely for the Authorised Purpose;

4.3.2 disclose Confidential Information solely to those of its Personnel who need to know Confidential Information for Receiver to carry out the Authorised Purpose and who are prior to disclosure of the Confidential Information



obligations, and

- 4.3.3 disclose any part of the Confidential Information solely to the extent that it is legally required to do so by any government authority or court of competent jurisdiction, provided that Receiver shall notify INEURON of any required disclosure, use its best endeavours to limit such disclosure and give INEURON the opportunity to make representations to the relevant authority or court.
- 4.4 Receiver shall ensure that its Personnel keep all Confidential Information secret and confidential and only use Confidential Information as permitted under this Agreement. Receiver shall be fully responsible if any of its Personnel make any unauthorised disclosure or use of any Confidential Information.
- 4.5 Receiver shall promptly notify INEURON if Receiver becomes aware of any unauthorised disclosure or use of any of the Confidential Information.
5. **Ownership of Confidential Information and Background IP**
 - 5.1 All documents, files and other items provided to Receiver by or on behalf of INEURON and containing Confidential Information shall remain the property of INEURON and shall be returned by Receiver to INEURON on request, together with all copies.



with INEURON and of such third party owner of the Background IP and no rights to the Background IP shall be assigned to the Receiver under this Agreement.

- 5.3 To the extent that it is applicable, INEURON grants to the other a royalty-free, non-exclusive, non-transferable right to use INEURON's Background IP to the extent necessary for the Authorised Purpose but for no other purpose.

6. Sub-contractors

Receiver shall not be entitled to use any sub-contractors (including Affiliates) in connection with the Authorised Purpose, except with the prior written consent of INEURON.

7. Publicity

- 7.1 Except as permitted under Clause 7.2, neither Party shall, and each Party shall procure that its respective Personnel, its Affiliates and the Personnel of its Affiliates shall not, without the prior written consent of the other Party, make any announcement or otherwise provide any information to any third party (other than its legal advisors) concerning the existence, terms or performance of this Agreement and/or any dispute or disagreement relating to it, in each case either directly or indirectly and whether or not INEURON or any of its Affiliates is mentioned directly or by implication.



disclosure of the existence and terms of this Agreement in order to comply with the requirements of any governmental or regulatory authority (including any securities exchange) any court order or law. Save where prohibited by law each Party shall consult with the other, taking into account each other's reasonable comments on the timing, contents and manner of release of any such announcement or disclosure.

8. Liability and Indemnity

8.1 Neither INEURON nor any of its directors, employees, agents or advisers makes any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information it discloses under this Agreement and shall not be liable to the other Party in respect of such Confidential Information or its use.

8.2 Receiver shall indemnify INEURON and its Affiliates against any action, claim, cost, loss, liability, expense or damage that they may suffer or incur, arising directly or indirectly from any breach of the provisions of this Agreement or any act or omission by any of Receiver's Personnel which causes Receiver to be in breach of this Agreement.

8.3 The Parties acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement. Accordingly, notwithstanding Clause 15 and without prejudice to any other rights or remedies that any Party may have, the Parties agree that they shall be entitled to equitable relief before the courts



procedural and substantive law), including interim injunctions and orders for specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity.

9. Assignment

Neither Party shall be entitled to assign its rights or obligations under this Agreement to any Person without the prior written consent of the other Party, save that INEURON shall be entitled to assign this Agreement to any Affiliate without consent.

10. Duration

The confidentiality obligations under this Agreement shall continue in force indefinitely.

11. Waiver

Any failure or delay of either Party to exercise any rights or powers under this Agreement shall not be deemed to be a waiver of those or any other rights, nor will any single or partial exercise of them preclude any further exercise, unless expressly so agreed in writing by such Party.



If any provision of this Agreement is declared void or otherwise unenforceable then the provision shall be omitted and the remaining provisions of this Agreement shall continue in full force and effect.

13. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between the Parties relating to the subject matter of this Agreement. Any amendment to this Agreement must be made in writing and signed by the duly authorised representatives of each Party.

14. Costs

During the development of any proposal or in relation to the Authorised Purpose, each Party will bear its own costs and expenses of such unless explicitly agreed and authorised in writing by the other Party.

15. Governing Law

This Agreement shall be governed and construed in accordance with Indian Law and shall be within the exclusive jurisdiction of the Bangalore Courts, except as provided in Clause 8.3 of this Agreement.



EXECUTED BY THE PARTIES the day and year first above written:-

Signed for and on behalf of **INEURON**

Signed for **AYUSH GUPTA**

INTELLIGENCE PRIVATE LIMITED by

its duly authorised representative:-

A photograph of a handwritten signature in blue ink on a grey surface. The signature appears to be "@yush" with a horizontal line and a dot.

Signature.....

Signature.....

Name: Sudhanshu Kumar

Name: **AYUSH GUPTA**

Title: Director

Date: 23rd October 2020

Note: The signature given here will be considered as your official signature and can't be changed later

