

NON DISCLOSURE AND CONTRACT AGREEMENT

This AGREEMENT is made by and between **HappyPlus Consulting Pvt. Ltd., India** (the "Company") and Deepak Mehta (the "Trainee") effective as of 01-06-2021

Project Reference: Digital Contents, Trainee Data, Projects work and propriety happiness framework, Customer Data, Codes, Architecture

The Company possesses competitively valuable Confidential Information (as hereinafter defined) regarding its current solutions and consultancy, future solution, products, consultancy, research and development, marketing material and content & general business operations. Trainee may enter or has entered into a business relationship with the Company and in connection therewith may need to review or use the Company's Confidential Information and Materials or to create new Confidential Information and Materials. In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information and Materials from the Company to the Trainee, the parties hereto agree as follows:

1. Confidential Information and Materials

(a.) "Confidential Information" shall mean any nonpublic information that the Company specifically marks and designates in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Trainee creates or produces in the course of performing services for the Company. "Confidential Information" includes, but is not limited to, product schematics or drawings, descriptive material, specifications, software (source code or object code), work life task details, sales and customer information, the Company's business policies or practices, contents, information received from others that the Company is obligated to treat as **confidential**, and other materials and information of a confidential nature

(b) "Confidential Information" shall not include any materials or information which the Trainee shows: (i) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Trainee; or (ii) is legally known to the Trainee at the time of disclosure by the Company; or (iii) is furnished by the Company to third parties without restriction; or (iv) is furnished to the Trainee by a third party who legally obtained said information and the right to disclose it; or (v) is developed independently by the Trainee either before or after the term of the Trainee's engagement as a Trainee or independent Trainee to the Company where the Trainee can document such independent development.

(c) "Confidential Materials/Informations" shall mean all tangible materials/inofrmations containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable or any restricted web access.

2. Restrictions

(a) **Trainee shall not disclose any Confidential Information/Mayerialsto third parties without the prior written authorization of the Company.** Notwithstanding the foregoing, Trainee shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Company. However, Trainee may disclose Confidential Information in accordance with judicial or other governmental orders, provided Trainee shall give the Company reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Trainee shall not use any Confidential Information or Confidential Materials of the Company for any purposes except those expressly contemplated hereby or as authorized by the Company.

(c) Trainee shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information.

(d) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Trainee's business relationship with the Company, and only as otherwise provided hereunder. Trainee agrees to segregate all such Confidential Materials from the confidential materials of others to prevent commingling.

(f) During the validity of this agreement, Trainee shall not undertake any outside Consulting assignment (outside of his own interest and direct contact) with company's clients. Moreover, post the termination of this agreement, the Trainee shall not undertake any outside Training or consulting assignment (outside of his own interest and direct contact) with company's clients for a period of 1 year unless it's being approved by the directors of the company.

(g). The Parties hereto agree that the terms and conditions of this Agreement or any part thereof may only be amended in writing executed by all the Parties.

(h) The Parties hereto acknowledge that they are entering into this Agreement freely and voluntarily, without any coercion, force, fraud or undue influence.

(i). Trainee agrees not to take copy/share of codes , copy/share architecture ,copy/share design to any other third parties.

3. Rights and Remedies

(a) Trainee shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Trainee, and will cooperate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

- (b) Trainee shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Trainee's possession or control at the Company's request or, at the Company's option, certify destruction of the same wherever required.

(c) Trainee acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information from the Trainee only and that the Company shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of the Company. By disclosing information to Trainee, the Company does not grant any express or implied right to Trainee to or under the Company patents, copyrights, trademarks, or trade secret information.

(b) All Confidential Information and Materials are provided "AS IS" and the Company makes no warranty regarding the accuracy or reliability of such information or materials. The Company will not release any product concerning which information has been disclosed as a part of the Confidential Information or Confidential Materials. The Company will not be liable for any expenses or losses incurred arising out of action undertaken by the Trainee as a result of the receipt of Confidential Information or Confidential Materials supposed to have been correctly furnished to the Trainee. The entire risk arising out of the use of the Confidential Information and Confidential Materials remains with the Trainee in the event of both the confidential information and the confidential Materials have been correctly furnished to the Trainee.

(c) Trainee agrees that it shall adhere to all Indian Export Administration laws and regulations and shall not export or re-export any technical data or products received from the Company or the direct product of such technical data to any proscribed country listed in the Indian Export Administration Regulations unless properly authorized by both the Company and the Indian Government.

(d) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

(e) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Company, its agents, or Trainees but only by an instrument in writing signed by an authorized officer of the Company. 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 waiver of such provision or any other provisions of this Agreement.

(f) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

(g) This Agreement shall be construed and governed by the court of Law, and both parties further consent to jurisdiction by the company laws of India.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope or subject matter thereof, such obligations shall be deemed and construed to be reduced to the maximum duration, scope or subject matter allowable by law.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

(ii) All disputes will be directed to the Jurisdiction of Mumbai only.

Party

By: HappyPlus Consulting Pvt. Ltd.

Name: Ashish Ambasta
Title: Director
Date: 01-06-2021

Trainee

By: _____
Name: Deepak_ Mehta
Title: Trainee