

## **NON DISCLOSURE AGREEMENT**

### **CONFIDENTIALITY DEED**

BY THIS DEED DATED THE October 13, 2016  
BETWEEN

The First Venture  
**(The Company)**

AND

TPS Infotech  
**(The Confidant)**

Recitals:

- A. In the course of the Confidant evaluating / or partnering with, the Company, the Confidant may become aware of information belonging to the Company or in the possession of the Company but belonging to a third party that is confidential.
- B. Improper use or disclosure of that Commercial-In-Confidence Information would degrade or otherwise hinder the Company in the performance of its business and would cause harm to any third parties with Intellectual Property rights comprised in the Commercial-In-Confidence Information.
- C. The Company requires and the Confidant agrees that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that such Commercial-In-Confidence Information is kept confidential and that the Confidant performs those services faithfully and without any conflicting interest.
- D. The Confidant agrees that the intellectual property exposed during the trail and evaluation will not in any form be copied, reverse engineered, used in any way to adopt any element or concept into a competing product.

AGREED COVENANTS:

**1. Recitals**

The parties acknowledge the truth and accuracy of the Recitals in every particular.

**2. INTERPRETATION**

**2.1. Definitions**

In the interpretation of this Deed, unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

“Commercial-In-Confidence Information” means information that:

- a. is by its nature confidential;
- b. is designated by the Company as confidential; or
- c. the Confidant knows or ought to know is confidential; and includes: -
- d. information comprised in or relating to any Intellectual Property (whether or not owned by the Company);
- e. but does not include information which: -
- f. is or becomes public knowledge other than by breach of this Deed;
- g. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- h. has been independently developed or acquired by the receiving party.

## **2.2. General**

Unless the contrary intention appears:

- a. Headings are for the purpose of convenient reference only and do not form part of the Deed.
- b. A reference to a clause includes a sub clause of that clause.
- c. The singular includes the plural and vice versa.
- d. A word importing a gender includes every other gender.
- e. A reference to a person includes a body politic or corporate and a partnership.
- f. A reference to a clause or sub-clause is a reference to a clause or sub-clause of this Deed.
- g. Where a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

## **3. NON DISCLOSURE**

- 3.1.** The Confidant shall not disclose the Commercial-In-Confidence Information to any person without the prior written consent of the Company.
- 3.2.** The Company may grant or withhold its consent in its absolute and unfettered discretion.
- 3.3.** If the Company grants its consent it may impose conditions on that consent. In particular but without limiting the generality of the preceding sentence, the Company may require that the Confidant procure the execution of a Deed in these terms by the person to whom the Confidant proposes to disclose the Commercial-In-Confidence Information.
- 3.4.** If the Company grants consent subject to conditions the Confidant must comply with those conditions.
- 3.5.** The obligations of the Confidant under this Deed shall not be taken to have been breached where the Commercial-In-Confidence Information is legally required to be disclosed.

## **4. RESTRICTION ON USE**

The Confidant shall use the Commercial-In-Confidence Information only for the purposes, and in accordance with the requirements, of any Contract with the Company or as otherwise agreed with between the Company and the Confidant.

## **5. SURVIVAL**

This Deed shall survive the termination or expiry of the Contract or if no Contract, then for 1 year.

## **6. RIGHTS OF THE COMPANY**

### **6.1. Production of Documents**

- 6.1.1.** The Company may demand (without needing to reduce the demand to writing) the delivery up to it of all Documents in the possession or control of the Confidant containing the Commercial-In-Confidence Information.
- 6.1.2.** The Confidant shall immediately comply with a demand under clause 6.
- 6.1.3.** If the Company makes a demand under clause 6., and the Confidant has placed or is aware that Documents containing the Commercial-In-Confidence Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the Documents containing the Commercial-In-Confidence Information, and the identity of the person in whose custody or control they lie.

**6.2. Legal Proceedings**

The Confidant acknowledges that the Company may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

**7. CONFLICT OF INTEREST**

**7.1.** The Confidant warrants that before entering into this Deed it has disclosed to the Company all the past, current and anticipated interests of the Confidant which may conflict with or restrict the Confidant in performing services for the Company fairly and independently.

**7.2.** The Confidant shall not during the course of this Deed engage in any activity or obtain any interest likely to conflict with or restrict the Confidant in providing services to the Company fairly and independently.

**8. NO EXCLUSION OF LAW OR EQUITY**

This Deed shall not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Commercial-In-Confidence Information.

**9. WAIVER**

The failure of a party at any time to insist on performance of any provision of this Deed is not a waiver of its right at any later time to insist on performance of that or any other provision of this Deed.

**10. REMEDIES CUMULATIVE**

**10.1. Cumulative**

The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

**10.2. Other Instruments**

Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

**11. VARIATIONS AND AMENDMENTS**

No term or provision of this Deed shall be amended or varied unless such amendment or variation is reduced to writing and signed by the parties in the same manner as this Deed.

**12. APPLICABLE LAW**

The laws of the Commonwealth of Australia shall apply to the Deed. The courts of that country shall have non-exclusive jurisdiction to decide any matter arising out of the Deed.

**13. NOTICES**

- 13.1.** Any notice or other communication given by one party to the other, unless the contrary intention appears, shall be effective if it is in writing and signed on behalf of the party giving the notice, and shall be:
- a. delivered by hand to the other party; or
  - b. sent to the other party:
    - (i) by prepaid post; or
    - (ii) by facsimile or other telegraphic device;

in each case, to:

**The Company**

The First Venture  
Bangalore, Karnataka

**The Confidant**

**TPS InfoTech**  
Bangalore, Karnataka

or such other address as may be notified by one party to the other.

- 13.2.** A notice or other communication sent to the party shall be deemed to have been delivered:
- a. by prepaid post, when it would be received by the recipient in normal course of postage; or
  - b. by facsimile or other telegraphic device, at the time recorded by the transmitting machine, unless within 1 Working Day the intended receiving party informs the sender that the transmission was received in incomplete or garbled form; in which case a re-transmitted notice or other communication shall be received when it is effectively delivered in accordance with clause 13.

## **SCHEDULE 1**

### **Scope of Trial:**

It is agreed that THE First Venture (the Company) an Bangalore based that has developed the Expense Management system known as Corp TnE, has agreed to allow TPS InfoTech (the Confidant), a company in Bangalore, to conduct a limited trial of the Expense Management system.

The trial will be conducted over a two week period commencing October 13<sup>th</sup> 2016 and finishing on October 27<sup>th</sup> 2016.

THE First Venture will commit to providing assistance as required including training sessions with a nominated person from TPS InfoTech.

It is agreed that the trials will only be used and not shown outside until agreement has been reached as to the final relationship between THE First Venture and TPS InfoTech.

Upon completion of the trial or at any time prior to the completion of the trial the Company and or the Confidant can commence negotiations to enter into a business relationship agreed by the two parties.

Santosh H Kumar

Shibu Rajendran

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Founder

(Designation)