

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”), effective the 14th May 2018 (“Effective Date”) is made by and between **Catlogic Software QA Inc**, with a principal place of business at **23-Woodhaven Drive Brampton ON- L7A 1Y7** (hereinafter “Company”) and **Maarut Inc**, a Canada Corporation with a principal place of business at **3460 Rebecca St, Oakville, ON, L6L 6X9** (hereinafter “Maarut”). Company and are collectively referred to herein as “Parties”, in singular or plural usage, as required by context.

1. Purpose of This Agreement

The intent of this Agreement is to permit the Parties to evaluate the potential use of MAARUT products and services and to protect the confidential nature of such discussions (collectively, the “Purpose”). In order to facilitate discussions contemplated hereunder, Company may receive from, and provide to, MAARUT certain Confidential Information, as defined below. Each Party's information is proprietary, secret, and confidential, and will be disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) in each instance subject to the following terms and conditions.

2. Definition of Confidential Information

“Confidential Information” shall mean information and materials (in whatever form, including written documentation, electronic storage media, or other electronic means of transmittal) that are confidential and proprietary to, the Disclosing Party and not in the public domain, which the Receiving Party obtained knowledge of or access to as a result of disclosures by the Disclosing Party, including any and all business, technical, and financial information related to the Purpose set forth above and disclosed by one Party to the other Party, either directly or indirectly. Confidential Information may include, by way of example, but without limitation, technical documentation, marketing material, research and development, product and service plans, models, samples, products, specifications, product designs, test results, source code, equipment, business strategies, supplier and customer lists, know-how, drawings, pricing information, inventions, ideas, and other information, including its potential use, that is owned by or in possession of Company or MAARUT. Without limitation, the Parties acknowledge and agree that the information and materials referenced in Exhibit A (if any) are intended to be subject in all respects to the terms of this Agreement.

The Parties acknowledge that the terms and conditions of this Agreement shall apply to any Confidential Information relating to the Purpose that was exchanged between the Parties prior to the Effective Date of this Agreement and any Confidential Information relating to the Purpose that is exchanged between the Parties during the term of this Agreement.

Confidential Information shall not include that which: (a) is in the public domain prior to disclosure by Disclosing Party; (b) becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of the Receiving Party or its employees or agents; (c) is lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (d) is independently developed by an employee(s) of the Receiving Party who had no access to the disclosed Confidential Information; or (e) is lawfully disclosed to the Receiving Party by a third party who is not acting at the direction of or upon the request of the Disclosing Party.

If Confidential Information is lawfully disclosed in confidence to the Receiving Party by a third party at the direction of or upon the request of the Disclosing Party, then the Receiving Party shall have the right to use that portion of the above-mentioned Confidential Information so disclosed by the third party solely for the purpose intended by the Disclosing Party and such disclosure by that third party shall not place that portion of the above-mentioned Confidential Information in the public domain or relieve the Receiving Party of its obligations under this Agreement.

3. Identification Requirement

Whenever feasible, Confidential Information disclosed under this Agreement shall be in written or other tangible form and the Parties shall use their best efforts to mark the Confidential Information as “Confidential” or “Proprietary” at the time of disclosure, or, if the initial disclosure is not in written or other tangible form, the Confidential Information shall be so identified at the time of disclosure and such confidentiality shall be confirmed by written notice from the Disclosing Party to the Receiving Party, as soon as reasonably practicable thereafter but no later than thirty (30) days after disclosure. Failure of the Receiving Party to object to the “Confidential” or “Proprietary” designation of information within five (5) business days following disclosure shall be deemed an acknowledgement that such information is to be deemed Confidential Information subject to this Agreement. If such an objection is provided by the Receiving Party, the Disclosing Party may either: (i) demand the return of the information, in which case the Receiving Party shall promptly return the information and shall retain none of such information or (ii) agree in writing with the Receiving Party as to the scope of confidentiality applicable to the particular information. In the absence of a timely demand for return or entry into such an agreement between the Parties, such objected-to information shall not be deemed Confidential Information for purposes of this Agreement.

4. Obligations of Protection

Proper and appropriate steps shall be taken and maintained by the Receiving Party, at all times, to protect the Confidential Information received, with the Receiving Party extending the same degree of protection to the Confidential Information that the Receiving Party extends to its own confidential information. Disclosure of Confidential Information shall be limited to employees of a Party that are directly involved with the Purpose, and then only to such extent as is necessary and essential for the Purpose. The Parties shall inform their employees of the confidential nature of the information disclosed hereunder and cause all such employees to abide by the terms of this Agreement. Upon request, the Receiving Party shall provide notice to the Disclosing Party identifying all of the employees of the Receiving Party to which such Confidential Information has been disclosed. Receiving Party agrees to segregate all such Confidential Information from the confidential information of Receiving Party or others in order to prevent commingling and to protect the confidentiality of the Confidential Information. The Receiving Party shall not provide access to the Confidential Information obtained from the Disclosing Party by third parties, including consultants or independent contractors, without the written consent of the Disclosing Party.

5. Obligations of Non-disclosure

The Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any person or entity (other than its employees with a need-to-know) without prior express written consent of the Disclosing Party or unless required by law or court order. The Receiving Party shall also take no action the effect of which would cause Confidential Information to be disclosed or otherwise made available in a manner inconsistent with the Receiving Party’s obligations herein. If a Party is required by law or court order to disclose Confidential Information of the other Party, the Receiving Party shall give the Disclosing Party prompt notice of such requirement so that an appropriate protective order or other relief may be sought. The Receiving Party shall reasonably cooperate with the Disclosing Party’s efforts to obtain such a protective order or other relief. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in Disclosing Party’s efforts to regain possession of the Confidential Information and to prevent its further unauthorized use.

6. Authorized Use and Ownership of Confidential Information

Confidential Information will be used only in connection with discussions contemplated by this Agreement concerning the Purpose. No other use will be made of any Confidential Information by the Receiving Party, it being recognized that both Parties have reserved all rights to their respective Confidential Information not expressly granted herein.

All documents and other materials containing Confidential Information and provided by the Disclosing Party shall remain the property of the Disclosing Party, and all such documents and materials, and copies thereof, shall be returned to the Disclosing Party or destroyed upon the request of the Disclosing Party. Documents or materials prepared by the Receiving Party using Confidential Information of the Disclosing Party, or in any way derived therefrom (including documents, memoranda, notes and other writings), shall be destroyed upon request of the Disclosing Party, confirmation of which shall be provided in writing by an authorized officer of the Receiving Party. The return or destruction of such documents and materials shall not relieve the Receiving Party of its obligations hereunder. The Receiving Party, however, may keep one copy of any document or other material requested to be returned or destroyed in the files of its legal department or outside counsel for record purposes only, subject to an ongoing obligation of confidentiality in accordance with the terms of this Agreement.

Upon the Disclosing Party's request, the Receiving Party shall return all Confidential Information of the Disclosing Party, including without limitation any documents, data, specifications, samples, source code, drawings, blueprints, photographs, sketches, and other materials of the Disclosing Party, together with any reproductions thereof.

7. Term of Disclosure and Duration of Confidentiality

The Parties agree that the term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless otherwise agreed to by the Parties in writing. However, this Agreement may also be terminated by either Party, upon no less than thirty (30) days notice to the other Party, which notice may only be provided: (i) at least one hundred twenty (120) days after the commencement of the term of this Agreement; and (ii) under circumstances in which the terminating Party reasonably deems pursuit of the Purpose to no longer be feasible. The Parties agree that the confidentiality obligations provided for in this Agreement shall govern each Party's treatment of the other Party's Confidential Information during the term of this Agreement and for a period of three (3) years thereafter. .

8. Ownership of Intellectual Property

This Agreement is not a development agreement and is not being put in place for the conception of inventions. Should the Parties hereto choose to pursue such activities, the Parties hereby agree to execute a subsequent written agreement for such activities. However, except as explicitly set forth in such subsequent written agreement, all terms and conditions of this Agreement shall remain in full force and effect.

Except as expressly provided herein, no license or right is granted hereby to the Receiving Party, by implication or otherwise, with respect to or under any patent application, patent, claims of patent, proprietary rights, trade secrets, or other intellectual property rights of the Disclosing Party.

9. General Provisions

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. The prevailing party in any action sought to enforce or interpret this Agreement or any

provision hereof shall be entitled to recover reasonable lawyer's fees and costs in conjunction with such legal proceeding.

The Parties acknowledge that each Party operates in a highly competitive market and that any breach of this Agreement would have an adverse financial affect on the Disclosing Party and would cause irreparable harm and significant injury which would be difficult to measure with certainty or to compensate through damages. Accordingly, in addition to all other rights and remedies available to it, the Disclosing Party shall be entitled as a matter of right to seek injunctive or other equitable relief upon the occurrence of a breach of this Agreement, without the necessity of posting a bond or other security or proof of actual damages.

This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. Notwithstanding the foregoing, each party shall have the right to assign this Agreement and its rights and obligations hereunder, upon notice to but without the requirement of prior written consent of the other Party, to any entity (i) with which such Party merges, (ii) to which such Party sells a substantial part of its stock, assets or businesses, or (iii) to which such Party sells a substantial part of its assets or business relating to the Purpose or the use or manufacture of any product which is the subject of this Agreement.

Failure to enforce any provisions of this Agreement shall not constitute a waiver of any of the terms and conditions hereof.

No amendment, modification, or waiver of any term of this Agreement shall be binding unless placed in writing and duly executed by the Parties' authorized representatives.

The Parties, through their authorized representatives, hereby agree to the terms and conditions of this Agreement.

The Parties acknowledge and agree that this Agreement may be executed in counterparts, each of which, when appended with the signatures of both Parties, shall be deemed a fully executed original instrument. This Agreement may be executed by an e-mail or facsimile exchange of signature pages, with original signature pages to follow.

Catlogic Software QA Inc.

23 Woodhaven Drive,
Brampton ON
L7A 1Y7

Maarut Inc

3460 Rebecca St
Oakville, L6L 6X9
Ontario, Canada

By:
Title:

Signature

Date

By: Venkata Naga Satish Kalla
Title: Director

Signature

Date