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Last updated: Jul 3, 2020

FUNDGRAZING NON-DISCLOSURE AGREEMENT: Divyesh Khamele

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NON-DISCLOSURE AGREEMENT

THIS AGREEMENT [the Agreement] is entered into on this 29 day of June, 2020 by and between:

1. John McClain and individual DBA as CRMmvc aka fundgrazing.com, having its registered home/office based in [Teach Fia, Dooneen, Killarney, Co. Kerry, Ireland v93xa43] hereinafter referred to as [the Discloser] and

2. Divyesh Khamele, an individual, in consideration as a potential intern, collaborator or participant, having a registered home/office based in Makan No.14 Ward No.33 Lokmanya Tilak Ward Vidhyut Nagar Khandwa Khandwa East Nimar Madhya Pradesh - 450001 9174704877 hereinafter referred to as [the Recipient]

WHEREAS:

The Discloser and Recipient hereto desire to enter into business collaboration for the purpose of improving an existing eCommerce crowdfunding solution publicly known as fundgrazing.com

Throughout the aforementioned collaborations, the Discloser may share proprietary information or Confidential Information with the Recipient subject to the terms and covenants set forth below.

NOW IT IS AGREED AS FOLLOWS:

1. Confidential Information

1.1 For the purposes of this Agreement, Confidential Information means any data or proprietary information of the Discloser that is not generally known to the public or has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

1. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
2. any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;
3. any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the Discloser's past, present or future business activities, or those of its affiliates, subsidiaries and affiliated companies; (iv)

1.2 The Discloser and the Recipient agree hereby that Confidential Information needs not to be novel, unique, patentable, copyrightable or constitutes a trade secret in order to be designated Confidential Information and therefore protected.

1.3 Confidential Information shall be identified either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the Recipient of the confidential nature of the information. Such notification shall be done orally, by e-mail or written correspondence, or via other appropriate means of communication.

1.3.1 For the purpose of identifying the exact intent of the agreement, The Recipient acknowledges that unless otherwise informed, any and all information transmitted or transferred by The Discloser or his Designee to The Recipient and/or orally communicated by The Discloser or his Designee to The Recipient shall be considered Confidential Information.

1.4 The Recipient hereby acknowledge that the Confidential Information proprietary of the Discloser has been developed and obtained through great efforts and shall be regarded and kept as Confidential Information.

1.5 Notwithstanding the aforementioned Confidential Information shall exclude information that:

- (i) is already in the public domain at the time of disclosure by the Discloser to the Recipient or thereafter enters the public domain without any breach of the terms of this Agreement;
- (ii) was already known by the Recipient before the moment of disclosure (under evidence of reasonable proof or written record of such disclosure);
- (iii) is subsequently communicated to the Recipient without any obligation of confidence from a third party who is in lawful possession thereof and under no obligation of confidence to the Discloser;
- (iv) becomes publicly available by other means than a breach of the confidentiality obligations by the Recipient (not through fault or failure to act by the Recipient);
- (iv) is or has been developed independently by employees, consultants or agents of the Recipient (proved by reasonable means) without violation of the terms of this Agreement or reference or access to any Confidential Information pertaining to the Discloser.

2. Purpose of the Disclosure of Confidential Information

The Discloser and Recipient will engage in ongoing discussions, planning sessions and development cycles regarding current, in progress and/or future collaborations for the purpose of identifying and developing strategic technology upgrades related to the fundgrazing.com web development project. Any production product resulting from these ongoing discussions and/or collaborations are the sole property of the Discloser

3. Undertakings of the Recipient

3.1 In the context of discussions, preparations or negotiations, the Discloser may disclose Confidential Information to the Recipient. The Recipient agrees to use the Confidential Information solely in

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employees, representatives or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2. The Recipient will inform them about the confidential quality of the information provided and will ensure that their agreement is obtained to keep it confidential on the same terms as set forth in this Agreement. Hence the Recipient will be responsible for ensuring that the obligations of confidentiality and non-use contained herein will be strictly observed and will assume full liability for the acts or omissions made for its personnel representatives or agents.

3.3 The Recipient will use the Confidential Information exclusively for the permitted purpose stated in clause 2 and not use the information for its own purposes or benefit.

3.4 The Recipient will not disclose any Confidential Information received to any third parties, except as otherwise provided for herein.

3.5 The Recipient shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information.

3.6 All Confidential Information disclosed under this Agreement shall be and remain under the property of the Discloser and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Recipient. Principally, nothing in this Agreement shall be deemed to grant to the Recipient a licence expressly or by implication under any patent, copyright or other intellectual property right. The Recipient hereby acknowledges and confirms that all the existing and future intellectual property rights related to the Confidential Information are exclusive titles of the Discloser. For the sake of clarity based in good faith, the Recipient will not apply for or obtain any intellectual property protection in respect of the Confidential Information received. Likewise any modifications and improvements thereof by the Recipient shall be the sole property of the Discloser.

3.7 The Recipient shall promptly return or destroy all copies (in whatever form reproduced or stored), including all notes and derivatives of the Confidential Information disclosed under this Agreement, upon the earlier of

- (i) the completion or termination of the dealings contemplated in this Agreement;
- (ii) or the termination of this Agreement;
- (iii) or at the time the Discloser may request it to the Recipient.

3.8 Notwithstanding the foregoing, the Recipient may retain such of its documents as required to comply with mandatory law, provided that such Confidentiality Information or copies thereof shall be subject to an indefinite confidentiality obligation.

3.9 In the event that the Recipient is asked to communicate the Confidential Information to any judicial, administrative, regulatory authority or similar or obliged to reveal such information by mandatory law, it shall notify promptly the Discloser of the terms of such disclosure and will collaborate to the extent practicable with the Discloser in order to comply with the order and preserve the confidentiality of the Confidential Information.

continuation of any such a breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

3.11 The Recipient shall immediately notify upon becoming aware of any breach of confidence by anybody to whom it has disclosed the Confidential Information and give all necessary assistance in connection with any steps which the Discloser may wish to take prevent, stop or obtain compensation for such a breach or threatened breach.

3.12 The Confidential Information subject to this Agreement is made available "as such" and no warranties of any kind are granted or implied with respect to the quality of such information including but not limited to, its applicability for any purpose, noninfringement of third party rights, accuracy, completeness or correctness. Further, the Discloser shall not have any liability to the Recipient resulting from any use of the Confidential Information.

3.13 The Discloser is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

3.14 Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Discloser and Recipient.

4. Miscellaneous

4.1 Duration and Termination

4.1.1 This Agreement shall remain in effect for a term of 36 months. Notwithstanding the foregoing, the Recipient's duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.

4.1.2 In the event that non-disclosure provisions are not provided for in future private agreements in equal terms as stated herein, this Agreement shall remain in force until the end of the collaboration undertaken or after 36 months of its termination.

4.2 Applicable Law and Jurisdiction

This Agreement shall be construed and interpreted by the laws of Ireland. The District Courts, District No. 17 in County Kerry, Ireland shall have jurisdiction.

4.3 Validity

If any provisions of this Agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

4.4 Subsequent Agreements

Any notices or communications required may be delivered by hand or e-mail, mailed by registered mail to the address of the Recipient/Discloser as indicated above. Any subsequent modification of addresses should be reasonably communicated in advance to the effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Non-Disclosure Agreement to be executed as of the date stated above.

Discloser	Recipient
FOR CRMmvc aka Fundgrazing.com	FOR Divyesh Khamele <i>Divyesh Khamele</i> <i>31 July/20</i>
[John McClain, an individual] Owner CRMmvc	[Divyesh Khamele, an individual] Interning Engineer
Done at Co. Kerry, Ireland on 2/7/2020	Done at East Nimar Madhya Pradesh on 2/7/202

For further information, please contact
Fundgrazing
c/o CRMmvc
Teach Fia, Dooneen,
Killarney, Co. Kerry, Ireland
V93XA43
Phone: +353 085 1977 823 (Helpline)
Email: john@fundgrazing.com

Supporting Document: Recipient India ID Document

file:///C:/Users/HP/Downloads/Microsoft.SkypeApp_kzf8qxf38zg5c!App/All/EAadhaar_xxxxxxxx8303_3
1032020202104_315802.pdf

PW = DIVY1997 Located on Discloser's Drive

Copy of aforementioned document below



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भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0820/26001/06357

Download Date: 31/03/2020

To
रिवेश खमेले
Divyesh Khamele
S/O Rajesh Khamele
Makan No.14
Ward No.33
Lokmanya Tilak Ward
Vidhyut Nagar
Khandwa
Khandwa
East Nimar Madhya Pradesh - 450001
9174704877

Issue Date: 22/03/2019

Signature Verified
Digitally signed by
DIVYESH KHAHELE
AUTHORITY: UIDAI
Date: 2020.03.31 10:10:10

आपका आधार क्रमांक / Your Aadhaar No. :
XXXX XXXX 8303
VID : 9146 2431 0098 0657

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

आधार

Download Date: 31/03/2020

रिवेश खमेले
Divyesh Khamele
जन्म तिथि/DOB: 04/05/1997
पुरुष/ MALE

Issue Date: 22/03/2019

XXXX XXXX 8303
VID : 9146 2431 0098 0657

मेरा आधार, मेरी पहचान

पहचान प्रमाणित कर।

■ यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- **Aadhaar** is a proof of identity, not of citizenship.
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- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, **mAadhaar App** के साथ।

- **Aadhaar** is valid throughout the country.
- **Aadhaar** helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in **Aadhaar**.
- Carry Aadhaar in your smart phone – use **mAadhaar App**.

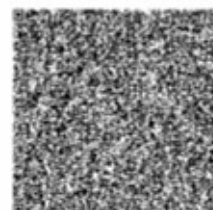


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:
S/O राजेश खमेले, मकान नं. 14, वार्ड नं. 33, विद्युत
नगर, लोकमान्य तिलक वार्ड, खण्डवा, पूर्व निमर,
मध्य प्रदेश - 450001

Address:
S/O Rajesh Khamele, Mak
No.33, Vidhyut Nagar, Lokmanya Tilak Ward,
Khandwa, East Nimar,
Madhya Pradesh - 450001



XXXX XXXX 8303

VID : 9146 2431 0098 0657

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help@uidai.gov.in

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