

NON-DISCLOSURE AGREEMENT (Hereafter referred to as Agreement or NDA)

THIS AGREEMENT (the "Agreement") is entered into on this 25th day of January 2022 by and between:

- a. **XXXX PRIVATE LIMITED located at H NO.5-431, FLAT NO.931, ROAD NO.13 DEEPTHISREE NAGAR, MADINA GUDA HYDERABAD, Telangana 500049 India and REPRESENTED BY XXXX K, Director (The "Disclosing Party")**
- b. _____ having their registered office at _____ and represented by the "Receiving Party")

The Receiving Party desires to onboard the Disclosing Partner as its Execution/Knowledge Partner in areas that will unfold as the relationship matures. The Parties agree that while the Disclosing Party shall be the Execution/Knowledge Partner in this relationship, the Receiving Party shall be the Infrastructure/Cloud Partner in this relationship. During this assignment (which could include a project/pilot), Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;

(ii) plans for products or services, and customer or supplier lists;

(iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;

(iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and

(v) any other information that should reasonably be recognized as confidential information of the Disclosing Party.

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information **shall not include** information which:

(i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;

(ii) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;

(iii) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and

(iv) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party.

The Receiving Party will:

(a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in conversation with the current or contemplated business relationship between the parties to which this Agreement relates, **and only for that purpose**. To this extent, the Receiving party must as part of the Service Level Agreement that will accompany each assignment, provide details about the members who will part of the project and thereby shall disclose details that includes but is not restricted to Mobile phone number, Employee ID, IP number of any computer/electronic device and such other data that can be referred to for purpose of geo-fencing and restricted access. The team members shall be discouraged from copying, retaining, distributing, taking pictures of such critical and sensitive information that are fundamental to the project. The Receiving Party (i.e) shall be responsible for ensuring security around the disclosure.

Access to the data/technology/software/application/tool can be turned off with or without the prior approval of the Receiving Party under the following circumstances, namely:

1. upon breach of the terms and conditions under which the access was granted:
2. upon the representative leaving the services of the Receiving Party, including moving to any other entity which may directly or indirectly related to the Receiving Party:
3. sharing password with any other representative whose name has not been shared with the Disclosing Party:
4. upon moving to a new position/territory/jurisdiction to whom/which the assignment does not extend to:
5. any other matter that represents a breach, including sharing of any confidential data with other representatives who are not authorized to be part of this assignment/transaction/pilot.

(b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth 2 in this Agreement and require such Representatives to keep the Confidential Information confidential;

(c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and

(d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in conversation with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

Through this NDA, the Receiving Party also agrees that no member of it, whether directly or indirectly shall be involved with or developing any copy/prototype/version of the technology/program/approach/methodology the Disclosing Party brings to bear in this relationship.

Both parties agree that the Receiving party shall be entitled to display the name and corporate insignia of the Disclosing Party in its collaterals and such presentation material as has been shared with the Disclosing party in the preliminary discussions and presentations that led up to awarding the Assignment/Transaction.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

Confidentiality under this Agreement shall remain in effect for two years from the date of signature on each Project Specific Service Level Agreement (SSLA). Signature on this NDA by either party is a GENERIC/GENERAL acknowledgement of the protocols that shall govern the relationship, while the SSLA shall be specific to the project. During this period of two years, appointment of any consultant for financial/non-financial may be discussed between the two parties and a NO OBJECTION letter is obtained for that purpose before the other consultant can come in. This is being done in the interest of confidentiality for the knowledge transferred between the two parties. The term would automatically end as soon as a Commercial Agreement is entered into by the parties.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore,

both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. Binding Nature of the Agreement.

In the discussions leading up to this agreement/assignment/transaction, the parties have agreed that:

- a. The discussions are being carried out with an intention and design to:
 - i. Appreciate the overall concerns/challenges at the entity level. These concerns/challenges have emerged from the discussions that arose from the stakeholders,
 - ii. Enable the Receiving party to Prioritize and plan the manner of how and when to address concerns and challenges that will also have the impact to address the underlying and dependent aspects,
 - iii. The Receiving Party shall roll out the Purchase Order for each assignment that shall among other things ensure that:
 - a. The Disclosing Party provides a Calendar that significantly captures the timelines by when this entire Assignment/Transaction shall tentatively be completed,
 - b. The Disclosing Party is provided with clarity on the Deliverables and the manner by which they shall be executed and institutionalized,
- b. The subsequent discussions and conditions for service shall form part of a new agreement.

This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India applicable to contracts made and to be wholly performed within such state. The courts located in Hyderabad shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees. 5

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

By _____
Name: Name:
Title:
Date:
Place:

Receiving Party

Name:
Title:
Date:
Place:

Witness: (Name and Address)