MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into on this 15th day of July, 2021, by and between

XXXX Corporation India Private Limited, a company registered under the provisions of the Companies Act 1956 vide CIN No YYYYYYYYYYYYhaving its registered office at A-91, 14st Floor, Lajpat Nagar Part-II, New Delhi 110024 India (hereinafter referred to as "**XXXX**" which term shall, unless repugnant to the context herein, include its employees, successors and assigns**)** of the One Part;

AND

ZZZZZZ Limited, a company registered under the Companies Act 2013 laws vide CIN No PPPPPPPPPP having its registered office at Plot no 5-231, Road no 13, Deepthisreenagar, Madeenaguda, Hyderabad-500049 (hereinafter referred to as "**ZZZZ**" which term shall unless repugnant to the context herein, includes, its employees, successors and assigns**)** of the Other Part.

Each party individually may be referred to as the "Party" and together as the "Parties" in this Agreement.

WHEREAS XXXX is a company engaged in providing information technology and communication related software development services globally.

WHEREAS PPPPPPPPPP PVT LTD is a company engaged in the business of Development of Artificial Intelligence , Machine Learning products and services globally.

WHEREAS XXXX enters into a possible business relationship and/or discussion with PPPPP for their solution on Image Analytics with OCR facility for different RFPs (hereinafter referred to as the "**Purpose**") and PPPPP has agreed to the same.

WHEREAS pursuant to the above Purpose, either Party may disclose it's confidential and proprietary information (hereinafter referred to as the "Confidential Information") to the other Party. Under this Agreement, the Party disclosing the Confidential Information is referred to as the "Disclosing Party" and the Party receiving the Confidential Information is referred to as the "Receiving Party".

WHEREAS the Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed to him pursuant to the Purpose by the Disclosing party as per the terms of this Agreement.

NOW THEREFORE, the Parties hereby agree as follows;

Effective Date: This Agreement shall be deemed to be in effect from 15th July, 2021 hereinafter referred to as "**Effective Date")**

(1) <u>Confidential Information</u>

1.1 Confidential Information includes without limitation any information relating to technical, business and operational, financial, administration, human resources, candidates, employees, vendor/supplier and customer disclosed by the Disclosing Party to the Receiving party, either directly or indirectly in writing or by any other form. Confidential Information further includes source code, computer programs, solutions, computer data bases, software, software code and development, design and technical drawings and data, specifications, know how, formulas, processes, inventions (whether patentable or not), product development plans, forecast, strategies and business plans, policies, marketing plans, copyright, trademark, logo and all other intellectual property rights, trade secret disclosed to the Receiving Party. Confidential Information shall also include information disclosed to the Receiving Party by third parties at the direction of the Disclosing Party. **The information mentioned in this paragraph and elsewhere in the document, also includes proprietary data that is part of DEMO/PROTOTYPES that are designed/developed before the commercial scale-up is taken up.**

Notwithstanding anything mentioned here above, Confidential Information also includes such information disclosed in any form which is reasonably recognized as proprietary or confidential, or information which is not otherwise available to the public, or which is, by its nature, confidential.

For the purpose of this Agreement, Confidential Information disclosed by either party includes any information related to their holding company and/or its group companies.

1.2 Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known after disclosure through no breach of the Receiving Party of this Agreement; or (iii) is lawfully in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure, (iv) is legitimately obtained by the Receiving Party without restriction from a source other than the Disclosing Party provided that such third party is not in breach of any confidentiality obligation with the Disclosing Party.

1.3 The Receiving Party may make disclosure of Confidential Information required by law or court order and Government authorities provided that the Receiving Party shall, before such disclosure, immediately inform the same in writing to the Disclosing Party to provide Disclosing Party the opportunity to seek an appropriate protective order and shall use diligent reasonable efforts to limit disclosure as required by law, court order or Government authority, and to obtain confidential treatment.

(2) Maintenance of Confidentiality Information

The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own most highly confidential information and shall have its employees, consultants, if any, who need to have access to Confidential Information are bound by confidentiality obligations no less restrictive than the terms and conditions of confidentiality as mentioned in this Agreement, either as part of their contract of employment or engagement. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

(3) Non-use and Non-disclosure

The Receiving Party agrees not to use any Confidential Information for any purposes other than the Purpose as defined hereinabove. Receiving Party agrees not to disclose any Confidential Information to any third party except to such person and third party who is/are required to have the information in order to achieve the Purpose provided such persons or parties are also bound by the Receiving Party to confidentiality obligations no less restrictive than the terms and conditions of confidentiality as mentioned in this Agreement. The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible or intangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.

(4) Obligation

Nothing in this Agreement shall obligate the Disclosing Party to disclose Confidential Information or the parties to proceed with the Purpose.

Nothing in this Agreement shall oblige either Party to enter into any other binding agreement in conXXXtion with the Purpose.

(5) Return of Materials

The Receiving Party agrees that the Confidential Information and all documents and other tangible or intangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall remain the exclusive property of the Disclosing Party at all times and shall be promptly returned to the Disclosing Party or destroyed upon the Disclosing Party's request or upon termination of this Agreement. Upon written request by the Disclosing Party, an officer of the Receiving Party shall certify the return and/or destruction of the Confidential Information and any copies thereof to the Disclosing Party.

(6) Non-Publicity

Receiving party shall not use any logo, trademark, trade names, copyright or any other intellectual property rights, whether owned by Disclosing Party or licensed to Disclosing Party by third party, in any manner in publicity releases or advertising, including in its customer lists, or for other promotional purposes, without securing the prior written consent of the Disclosing Party.

(7) Amendment & Assignment

No amendment and assignment of the benefit of any of the provisions of this Agreement will be effective unless agreed in writing by the Parties to this Agreement.

(8) No Agency

The Parties do not intend that any agency or partnership relationship be created between the parties under this Agreement

(9) No Warranty

All Confidential Information is provided on "As Is" basis. Disclosing party disclaims any warranty (including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement) regarding disclosing party's confidential information.

(10) No License

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, mask work right, copyright of the Disclosing Party or any other intellectual property rights, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information by license or otherwise except as expressly set forth herein.

(11) Term

This Agreement shall remain effective for a period of 1 year from the Effective date and may be renewed by mutual consent of the Parties. This agreement may be terminated at any time by either Party by giving 30 days' prior written notice to the other Party. However, the restriction and limitation to use the Confidential Information upon the Receiving Party shall survive for a period of three (3) years after the expiry or termination of this Agreement hereof.

(12) Indemnity

The Receiving Party shall defend & indemnify the Disclosing Party against any and all losses, damages, claims, or expenses (including reasonable attorney fees, court fees)

incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of the terms under this Agreement.

(13) Remedies

The Receiving Party agrees and acknowledges that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party for which monetary compensation will not be an adequate remedy, entitling the Disclosing Party to obtain injunctive relief or appropriate equitable relief in addition to all other legal remedies.

(14)   Non –Compete

PPPPP shall not, directly or indirectly, in any manner whatsoever (i) divert or attempt to divert, from XXXX any such customer or client, or solicit business from or provide services (whether as a full or part time employee, independent contractor, or otherwise) to any of XXXX's clients or customers for whom PPPPP was engaged to provide the services under this engagement. This clause shall survive termination or expiry of this NDA.

(15)   Governing Laws

15.1 This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of India, without reference to conflict of laws principles. Courts at New Delhi shall have exclusive jurisdiction.

15.2 This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. In the event that any of the provisions of this Agreement shall be held by a Court or other authority of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent XXXessary so that this Agreement shall otherwise remain in full force and effect.

(16) Dispute Resolution

16.1 Any disputes arising out of or in relation to this Agreement shall be amicably settled by both the Parties at first level. In the event such dispute cannot be settled by the Parties within sixty (60) days after written notification by one party of the existence of such dispute or claim, then such dispute shall be referred to Arbitration consisting of a sole Arbitrator appointed by mutual consent of the Parties and such Arbitrator shall be governed by the provisions of Arbitration and Conciliation Act, 1996.

16.2 Seat of Arbitration shall be at New Delhi and the language to be used during arbitral proceedings shall be English. The award thereof shall be final and binding upon the parties and may be entered into any court having jurisdiction thereof for its enforcement. Parties agree to the exclusive jurisdiction of the courts in New Delhi.

(17) Notice

Any notice under this Agreement shall be in writing and shall be sent or delivered in person or by courier service or by registered mail or facsimile or email to the Receiving Party at the address appearing below.

For XXX Corporation India Private Limited
C-801, 19th Floor, Tower - C,
ABCDF Navis Business Park,
Plot No - 00, Sector - 142,
Noida-201301, Uttar Pradesh-India
Attention: Company Secretary

For **PPPPP IT Solution Private Limited**
Address: Plot No 5-231, Road No13, Deepthisreenagar, Madinaguda, Hyderabad
Attention: Company Secretary

IN WITNESS WHEREOF, the Parties hereto have duly executed these presents on the date, month and year mentioned below.

For XXX Corporation India Pvt. Ltd.   **For PPPPP IT Solution Pvt. Ltd.**

_____   _____

Name: KVYSYMMM   **Name: LKIJUHY**

Designation: Big Data & Digital Transformation Partner   **Designation: CEO**

Ref No:

Witness: **Witness:**

_____   _____

Name: Name:

Address: Address: