

CONFIDENTIALITY AGREEMENT

BETWEEN

Gaurav Prajapati
AND

**INDUSLYNK TRAINING SERVICES PRIVATE
LIMITED**

THIS AGREEMENT is made the 6th of March 2023
(the “**Effective Date**”)

BETWEEN:

(1)

(2) **Gaurav Prajapati**, of **[New Delhi]** and

(3) **Induslynk Training Services Private Limited**, having registered office at 7th and 8th
Floor, Good Earth Business Bay Sector - 58, Gurugram – 122101 (“**Mercer Mettl**”),

(each a “**Party**” and together referred to as the “**Parties**”).

RECITAL:

The Parties are desirous of entering into discussions in connection with a possible business transaction (“**Purpose**”). In order for those discussions to be meaningful between the Parties, it may be necessary for the disclosing Party, its affiliates and/or its authorized representatives (“**Discloser**”) to provide the receiving Party (“**Receiver**”) with relevant confidential information relating to its business, services and/or the Purpose.

IN CONSIDERATION OF THE PARTIES PROVIDING INFORMATION TO THE OTHER PARTY, IT IS AGREED AS FOLLOWS:

1. Interpretation

Unless the context otherwise requires, the following terms have the meanings assigned to them as below:

“**Authorised Person**” means any Representative of the Receiver to whom disclosure of Confidential Information is necessary for the Purpose.

“**Confidential Information**” means all financial, business and technical or other data and all other information (whether written, oral or in electronic form) concerning the Purpose or the business and affairs of the Discloser (or the business and affairs of any member of the Discloser’s Group) that the Receiver obtains, receives or has access to as a result of any discussions or dealings relating to the Purpose, and shall, for the avoidance of doubt, include this Agreement, the identity of the Discloser, as well as any information or discussions relating to the Purpose.

“**Group**” means a Party and any company that is from time to time a holding company of that Party or a subsidiary of that Party or of such holding company, and includes a branch of any such company, and for the avoidance of doubt, includes any direct or indirect holding company or subsidiary thereof.

“**Purpose**” has the meaning given in the recitals.

“**Representative**” means any director, officer or employee or contractor of or adviser to the Receiver or of any member of such Receiver’s Group.

2. Receiver's obligations

2.1 In respect of any Confidential Information disclosed or made accessible under this Agreement the Receiver undertakes:

- (a) to keep confidential all Confidential Information;
- (b) not, without the prior written consent of the Discloser, to disclose Confidential Information in whole or in part to any person except its Authorised Persons who have a specific need to have access to the Confidential Information for the Purpose;
- (c) to use the Confidential Information solely in connection with the Purpose;
- (d) not to take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is necessary for the Purpose and all such copies, summaries and transcripts shall be deemed to be Confidential Information; and
- (e) upon written request from the Discloser, and subject to Clause 2.2, immediately to return to the Discloser or destroy all Confidential Information disclosed or made accessible by the Discloser which is in the Receiver's or any of its Authorised Persons' possession or control.

2.2 In the event of a request for the return or destruction of Confidential Information under Clause 2.1(e), the Receiver may retain such Confidential Information as forms part of the permanent records which it is bound by law or regulatory requirement to preserve or which the Receiver may reasonably require for its internal audit, records retention, compliance and governance requirements. For the avoidance of doubt, the provisions of this Agreement, despite its termination, continue to apply to all such retained Confidential Information.

2.3 The Receiver undertakes to make all of its Authorised Persons to whom Confidential Information is disclosed aware of the terms of this Agreement and to take all such steps to ensure compliance by its Authorised Persons with the provisions of this Agreement.

2.4 The Receiver remains liable for any disclosure of Confidential Information by any Authorised Person as if it had made such disclosure itself.

2.5 For the purposes of compliance with applicable data protection laws (if any) regulating the processing of personal data, each Party undertakes to ensure its compliance with the terms of the same.

3. Exceptions

3.1 The provisions of this Agreement do not apply to any information which: (a) is or becomes public knowledge other than by breach of this Agreement; (b) the

Receiver possessed before the Discloser disclosed it to the Receiver;

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(c) is received from a third party which, to the reasonable knowledge of the Receiver, lawfully acquired it and is under no obligation restricting its disclosure; or

(d) is developed by any of the Receiver's employees who has not had any direct or indirect access to, or use or knowledge of, the Confidential Information.

3.2 The provisions of this Agreement shall not apply so as to prevent disclosure of Confidential Information where and to the extent that such disclosure is required to be made:

(a) by any court or governmental or administrative authority competent to require the same; or

(b) by any applicable law, legislation or regulation,

provided always that the Receiver will use all reasonable efforts to notify, to the extent not prohibited by law, the Discloser of the obligation to make such disclosure sufficiently in advance of the disclosure so that the Discloser will have a reasonable opportunity to object. In the event of required disclosure, the Receiver shall disclose only the particular Confidential Information required to be disclosed.

4. Term

4.1 This Agreement commences on the Effective Date and remains in force until the earliest of:

(a) the date upon which this Agreement is superseded by a further agreement between the Parties relating to fulfilment of the Purpose;

(b) a period of two years from the date of this Agreement; and

(c) upon mutual agreement in writing of both Parties.

5. Remedies

5.1 Without prejudice to any other rights or remedies that the Discloser may have, the Receiver acknowledges and agrees that the Discloser may be entitled to seek an injunction or other equitable relief for any threatened or actual breach of the provisions of this Agreement, in addition to any damages or other remedy to which it may be entitled.

6. Miscellaneous provisions

6.1 Information ownership

(a) The Receiver acknowledges that all Confidential Information of the Discloser is and remains the property of the Discloser.

- (b) For the avoidance of doubt, the Parties agree that the Discloser will retain all copyright, database rights and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience possessed by it before the date of this Agreement or acquired by it after that.

6.2 Severance

If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

6.3 Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.

6.4 Variation

This Agreement may be varied only in writing signed by a duly authorised representative of each of the Parties.

6.5 Assignment

Neither Party shall assign or transfer its rights under this Agreement in whole or in part to any third party (other than a member of its Group) without the prior written consent of the other Parties.

6.6 No Third Party Rights

This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation and/or settlement under or relating to this Agreement is not subject to the consent of any third party.

6.6 Counterparts

This Agreement may be executed in counterparts, which taken together, shall constitute one Agreement.

6.7 Governing law and Jurisdiction

This Agreement is governed by the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of New Delhi, India.

EXECUTED as an Agreement as of the Effective Date.

Signed on behalf of Gaurav Prajapati)

.....**gauravprajapati**.....

..... by its duly authorised representative:) Signature

.....NA.....
Name and Position of Signatory:

.....NA.....
Name of Company:

Signed on behalf of **Mercer Mettl**) by its
duly authorised representative:) Signature

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Name and Position of Signatory:

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Name of Company:
Induslynk Training Services Private Limited

