

NON-DISCLOSURE AGREEMENT

This Agreement dated the 17th day of January 2022, is made by and between KRATO ANALYTICS PRIVATE LIMITED, having its registered office at No. 5/3, D.N. Flats, Nethaji Street, Nethaji Nagar, Thiruvannamiyur, Chennai- 600041, represented by Mr SARATHKUMAR KANNAN, Director which shall include its officers, directors, employees and consultants on the one part (the 'Company') and VIGNESH (Aadhar No:273716148780), No.103, Kannuthipatti, Perur, Vaigai Nallore Vali Kuluthalai, Gudalur, Rakkampatti, Karur, Tamil Nadu - 639120, On The Other Part (VIGNESH).

WHEREAS the parties agreeing to enter into this NDA ie., Non-Disclosure Agreement for projects and/or matters connected with the Company for exploring potential business relationships in future for benefit of the Company ("Purpose"); and parties herein have agreed not to disclose any informations, documents, charts, pictures, photographs, drawings, patents, trademarks, designs etc., that are all considered proprietary and confidential in nature for the company dissemination of which by VIGNESH for any purpose whatsoever would be considered as breach of trust and confidence and would be dealt with accordingly as the situation would purport to demand from time to time;

WHEREAS the parties wish to ensure that such information(s) is (are) protected from unauthorized users and/or disclosures except those which are already in public domain.

NOW THEREFORE, the parties agree as follows:

1. CONFIDENTIAL INFORMATION:

The parties intend to disclose to one another certain informations, which are not in public domain, and are confidential and proprietary in nature to the disclosing party ("Confidential Information"). The parties further intend to restrict and control usage and disclosure of such informations pursuant to this Agreement which are all treated as company secrecy and hence confidential. Informations shall be deemed to be Confidential Information, governed by the obligations of nondisclosures and restricted usage set forth herein, provided it is clearly and conspicuously marked as "confidential" or "proprietary" by the disclosing party. Any written information exchanged without such marking shall be considered unrestricted as to its usage and dissemination, and not protected by this Agreement. Any verbal information exchanged, which the disclosing party wishes and intends to have considered as Confidential Information covered hereunder must be orally identified as such at the time of disclosure.

2. NONDISCLOSURE:

A party receiving Confidential Information shall use reasonable care not to disclose such informations to any third party (ies) without prior written consent of the Company and its Management. Reasonable care shall be taken for the same which degree of care that the receiving party shall normally accord for as though its own proprietary and confidential information. VIGNESH shall obligate the Company and all its' persons who receives, directly or indirectly, any Confidential Information and to abide by the terms and conditions of this Agreement as if they were parties hereto. The parties hereto shall not use any of the Confidential Information for any commercial purposes or for any purpose, which might be competitively disadvantageous to the Company provided these information are passed on directly or indirectly by VIGNESH.

3. INFORMATION NOT COVERED:

A receiving party has no obligation with respect to any information which: (i) was already known by the receiving party prior to receipt of same from the disclosing party; or (ii) is or becomes generally known to the public through no wrongful act of the receiving party; or (iii) is rightfully provided to the receiving party by a third party and without restriction on disclosure or use; or (iv) is independently developed by personnel of the receiving party, who have not had access to the other party's Confidential Information; or (v) is made available by the disclosing party to a third party, without restriction concerning use or disclosure.

4. OWNERSHIP:

All Confidential Information supplied by the Company during the continuance of this agreement shall remain as the property of the Company and shall be returned to the disclosing party ie., the Company or destroyed upon request. No photo or scan copies of any Confidential Information provided by the Company may be made by VIGNESH without the express prior permission of the Company which the situation would have demanded the company to provide such a permission as a very special occasion or situation arising.

5. PERMITTED USE:

A receiving party shall not use confidential Information provided by the Company, except in cooperation with the disclosing party and solely for the Purpose set forth herein and only after obtaining a specific written permission.

6. PERMITTED DISCLOSURE:

Neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of court or authorized agency of government; but

any such disclosures shall be made only to the extent so ordered, further provided that notice first be given to the party owning the Confidential Information, so a protective order if appropriate, may be sought by such owner.

7. NO OTHER RIGHTS:

The party (VIGNESH) shall receive no license under this agreement for any patent, copyright or intellectual property of the other party (the Company).

8. TERM:

Each Party's respective obligations of nondisclosure and restricted use, as a recipient of Confidential Information under this Agreement, shall expire five (5) years after the date of each such respective disclosure of Confidential Information.

9. REMEDIES:

Both Parties hereby acknowledge that any breach, whether threatened, imminent or actual, of the terms of this Agreement may give rise to irreparable harm for which monetary damages would not be an adequate remedy and, as such, in addition to any other available remedies, the Party so harmed shall be entitled to enforce the terms of this Agreement by permanent injunction or through other equitable remedies without the necessity of proving the inadequacy of monetary damages. Either Party hereby consents to personal jurisdiction in any action brought by the other Party, with respect to this Agreement, in courts in Chennai, India, having subject matter jurisdiction and expressly submits to the jurisdiction of such courts.

10. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of INDIA and would be preferred in the Courts at Chennai.

11. COMPLETE AGREEMENT:

This Agreement states the entire agreement between the parties relating to the subject matter hereof is complete and supersedes all other prior written or verbal agreements. This Agreement may only be modified in writing only when signed by both parties. However, the Company reserves its absolute right to terminate this agreement with or without notice to the other party.

The Parties hereto by signing below hereby agree to the above terms and conditions and intend to be legally bound thereby.

For VIGNESH

For Krato Analytics Private Limited



Name: VIGNESH

Name: SARATHKUMAR KANNAN
Title : Director

CONFIDENTIAL