**NON-DISCLOSURE AGREEMENT**

This agreement (the “Agreement”) is entered into on the 28thday of April, 2016 by and between **Health First,** a sole proprietorship,with an address at #206, 1st B Cross, East Of NGEF, Kasturinagar, Bangalore –560038 and **Harish G R,** a Independent Software Consultant, with an address at #L-29, 2nd Cross, 2nd Main, Kirloskar Colony, 3rd Stage, Basaveshwaranagar, Bengaluru - 560079

Health Firstwishes to enter into this Agreement with **Harish G R** so that it may share information pertaining to its Services& Offerings and other proprietary information and intellectual property that may be considered confidential for the purposes of a possible business relationship between the parties (the “Purpose). To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

WITNESS THAT:

1. “Confidential and Proprietary Information” as used in this Agreement shall mean any and all technical and non-technical information, including but not limited to business plans, business forecasts, research, financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising efforts, marketing plans, experimental work, development, design details, specifications, engineering, patents, copyrights, trade secrets, proprietary information, methodologies, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae in any way related to the current, future and proposed business, products and services of each of the parties.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

1. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.
2. Except as provided in Sections 4 and 5 below, the Recipientof such Confidential and Proprietary Information from the Discloser agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential or proprietary information so received, and shall not make use of such information, without the prior written consent of the disclosing party.
3. Information shall not be deemed Confidential and Proprietary Information if it is:
   1. Publicly available prior to this Agreement or becomes publicly available without a breach by the receiving party;
   2. Rightfully received by the receiving party from third parties without accompanying secrecy obligations;
   3. Already in the receiving party’s possession and was lawfully received from sources other than the disclosing party;
   4. Independently developed by the receiving party; or
   5. Approved in writing by the disclosing party for release.

The receiving party may disclose Confidential and Proprietary Information as required to be disclosed under applicable law or regulation; provided that the receiving party shall use reasonable efforts, unless prohibited by applicable law or regulation, to give advance written notice to the disclosing party of any such disclosure.

1. Confidential and Proprietary Information may be information disclosed to the receiving party either orally, visually, in writing (including graphic material), electronically (including by e-mail or Internet-based access) or by way of consigned items. The receiving party shall take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of Confidential and Proprietary Information. The receiving party may disclose Confidential and Proprietary Information only to its employees or consultants on a need-to-know basis in furtherance of the Purpose. The receiving party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.
2. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this Agreement shall be maintained for a period of five (5) years following disclosure thereof.
3. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.
4. Upon the earlier of the termination of the Purpose or the request of the disclosing party, any written information subject to this Agreement shall be returned to the disclosing party; or the receiving party may certify in writing to the disclosing party that it has destroyed such information. “Written information” shall be understood to include any information received from the disclosing party and stored on any medium, regardless of whether such information has been reduced to a physical writing.
5. The disclosing party understands that the receiving party may currently or in the future be developing internally, or receiving information from other parties that may be similar to the disclosing party’s Confidential and Proprietary Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products or provide services, or have products developed for it or receive services that, without violation of this Agreement, compete with the disclosing party’s Confidential and Proprietary Information.
6. All Confidential and Proprietary Information, and any Derivatives thereof whether created by disclosing party or recipient, remain the property of disclosing party and no license or other rights to Confidential and Proprietary Information is granted or implied hereby. For purposes of this Agreement, “Derivatives” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, designs and lists) furnished to Recipient by the Discloser, and which are designated in writing to be the property of Discloser, shall remain the property of Discloser and shall be returned to it promptly at its request, together with any copies thereof.
7. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of disclosing party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of disclosing party.
8. Any disputes arising out of or in connection with this Agreement shall be first settled through discussion between the two parties. If a settlement is not arrived at, the dispute shall be referred to arbitration and settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator, mutually appointed by the parties in accordance with the said rules. The place of arbitration shall be Bangalore, India. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by authorized representatives on the day and year first above written.

**Health First Services Harish G R**

**(Authorized Signatory)**