

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on 17th Sep 2020 (the "Effective date") between: Quin Bay Technologies Private Limited, a company incorporated under the Companies Act, 2013, with its registered office at N3, 27, Park Avenue, 24th Main, 13th Cross, HSR Layout, Bangalore -560102 and represented herein by its Senior Human Resources Manager, Swapna Samal, ("Employer" which expression shall unless otherwise provided include its successors in interest and permitted assigns) And Himanshu Gupta, aged about 22 years, son/daughter of Jitendra Gupta, resident of 82, Jda Panchwati Colony, Gurjar Ki Thadi, Jaipur ("Employee")

Recitals:

- A. Employee is an "ODC Personnel" employed by the Employer pursuant to the Offshore Development Center Agreement between the Employer and PT Global Digital Niaga, a company operating under the laws of Indonesia, with its offices at Jl. KS Tubun 2C/No.8, Jakarta Barat-Indonesia ("Client");
- B. Employee may be provided with and may access proprietary, non-public information of Client while performing services as ODC Personnel. For the avoidance of doubt, this Agreement shall apply notwithstanding that any disclosure or access of Confidential Information was unauthorized.

Now this Agreement is made as hereunder:

1. Definitions.

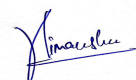
"Confidential Information" refers to all proprietary, nonpublic information of Client, which may be provided to Employee by Employer or which may be accessed by Employee as ODC Personnel, and which ought to be considered confidential given its nature and circumstances of disclosure, whether or not it is marked or identified as confidential at the time of disclosure. Confidential Information includes, but is not limited to, the following types of information: software, designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information that is proprietary to the Client or is developed by the use of such proprietary information.

2. Term and Termination.

Unless terminated in accordance with its provisions, this Agreement shall be valid for the Employee's tenure as ODC Personnel. The Employer reserves the right to terminate this Agreement with or without cause without notice. For the avoidance of doubt, the confidentiality obligations of the Employee under this Agreement shall continue indefinitely even after the expiry of the aforesaid term or termination of this Agreement.

Quin Bay Technologies Pvt Ltd

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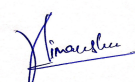
3. To maintain the confidentiality attaching to Confidential Information, the Employee shall:
- 3.1. Use the Confidential Information solely to provide the services as ODC Personnel and for no other purposes whatsoever
 - 3.2. Refrain from making copies of Confidential Information without the prior written approval of Employer.
 - 3.3. Refrain from allowing the Confidential Information to be accessed by any third party, and from making changes, modifications or enhancements to the Confidential Information or creating any derivative work from such information.
 - 3.4. Not and nor assist others to, disassemble, decompile, reverse engineer or otherwise attempt to recreate Confidential Information.
 - 3.5. Not remove from Employer's premises any Confidential Information nor any other property belonging to the Client, in any form or medium, or any copies thereof, without the express written consent of the Employer and the Client.
 - 3.6. Not tamper with, compromise or attempt to circumvent any physical or electronic security or audit measures employed by Employer or Client in the course of its business. Employee shall not connect to or access Employer's or Client's computer networks without prior approval from Employer or Client, as the case may be.
 - 3.7. Notify Employer immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Employee, and will cooperate with Employer in every reasonable way to help Employer regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
 - 3.8. Generally deal with the Confidential Information with such care as Employee would have demonstrated in respect of similar information proprietary to the Employee, but not less than reasonable care.

The Employee acknowledges that Confidential Information provided by Employer is and shall remain the exclusive property of Client. This Agreement or its expiry or termination does not grant to Employee either a license or any rights under any patent, trademark, copyright or trade secret rights of Employer or Client. All the Confidential Information is provided "AS IS" without warranty of any kind, and Employee agrees that neither Employer nor Client shall be liable for any damages whatsoever arising from or relating to Employee's use or inability to use such Confidential Information.

4. The Employee, as instructed by Employer, agrees to return or otherwise deal with all originals, copies, reproductions and summaries of Confidential Information and certify in writing that this provision has been complied with.
5. This Agreement shall be construed in accordance with the laws of India and any dispute relating to this Agreement shall be referred to binding arbitration by a sole arbitrator appointed by the Employer in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bangalore. The language to be used in the arbitral proceedings shall be English. Provided

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that the Employer may approach any competent court to obtain interim relief against the Employee.

6. This Agreement shall be supplementary to the terms of employment of the Employee. In the event of any conflict between such terms and this Agreement, the provisions more protective of Confidential Information shall prevail. The Employer reserves the right to amend or modify this Agreement as it may deem fit. If any provision of this Agreement shall be held unenforceable, such holding shall not affect the enforceability of any other provisions of this Agreement. Save and except as expressly provided in this agreement, the Employer's failure to exercise or delay in exercising any right, power or remedy vested in the Employer shall not constitute a waiver of that or any other right, power or remedy.

Signatures:

	Employer	Employee
Signature		
Name	Swapna Samal	Himanshu Gupta
Title	Senior Human Resource Manager	Software Engineer
Date	15 th September 2020	2020-09-17

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