

This Non-Disclosure and Confidentiality Agreement is made and entered into as of date~~08/03/2021~~. By and between

..... *November 2020 - March 2021*, as a(n) (check one)

☐ Employee ☒ Intern ☐ Consultant ☐ Freelancer ☐ Assisted ☐ Company ("Receiving Party") and

TRIPAXY TECHNOLOGIES PRIVATE LIMITED an Indian company with its principal place of business at BANGALORE; with an address at No 15, 3rd Main, Gandhi Grama, Maruthi Extension, Bangalore 560021. ("Disclosing Party"). Its brands include Skyrega(Skyrega.com), Rivia and Oira(Oiraresorts.com)

In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

1. Confidential Information:

All information shared by Disclosing Party. "Confidential Information" shall mean

- 1.1. All information relating to Disclosing Party's products, business and operations including, but not limited to, financial documents and plans, customers, suppliers, manufacturing partners, marketing strategies, vendors, products, product development plans, technical product data, product samples, costs, sources, strategies, operations procedures, proprietary concepts, inventions, sales leads, sales data, customer lists, customer profiles, technical advice or knowledge, contractual agreements, price lists, supplier lists, sales estimates, product specifications, trade secrets, distribution methods, inventories, marketing strategies, source code, software, algorithms, data, drawings or schematics, blueprints, computer programs and systems and know-how or other intellectual property of Disclosing Party and its affiliates that may be at any time furnished, communicated or delivered by Disclosing Party to Receiving Party, whether in oral, tangible, electronic or other form;
- 1.2. the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement;
- 1.3. All Confidential Information shall remain the property of the Disclosing Party.

2. Obligation to Maintain Confidentiality:

Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, publication or dissemination of Confidential Information except in conformity with this Agreement;

3. Non-compete:

That I shall not during, or at any time after the termination of my employment/consultant contract with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

☐ During the term of Receiving Party's relationship with Disclosing Party.

☐ From the date of this Agreement until _____, 20____.

4. Non-Solicitation:

Receiving Party agrees not to solicit any employee or independent contractor of Disclosing Party on behalf of any other business enterprise, nor shall Receiving Party induce any employee or independent contractor associated with Disclosing Party to terminate or breach an employment, contractual or other relationship with Disclosing Party.

5. Representatives:

That I shall indemnify the Company against any and all losses, damages, claims, or expenses incurred or suffered by the Company, whether directly or indirectly, including reasonable attorney's fees and costs resulting from my breach of this Agreement.

6. Notices:

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested and Email.

7. Termination:

That upon the termination of my employment/close of contract from the Company:

7.1. I shall return to the Company, all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

7.2. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

8. Term:

This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time, but for a period of 3 years.

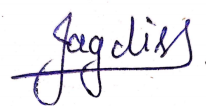
9. Jurisdictions:

This Agreement shall be governed by and construed under the laws of the State of Karnataka, India without regard to the principles of conflict of laws.

10. Miscellaneous:

That this agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed on this date 08/03/2021



Receiving Party

Disclosing Party