CONFIDENTIAL & NON DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**NDA**”) is executed on the [06th] day of [September], 2017 and is made by and between

**WatNx Consulting Private Limited**, a company incorporated in India under the Companies Act, 1956 and having its registered office at No. 821/S1, 10th A main, Indiranagar 1st stage, Bangalore 560 038 (hereinafter referred to as “**WatNx**” ) which term shall mean and include their respective successors-in-interest, executors and interest) of the ONE PART

# And

**[*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*]**, an [*\_\_\_\_\_\_\_\_\_\_\_\_\_\_*] and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] hereinafter referred to as "[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**") which term shall mean and include their respective successors-in-interest, executors and interest) of the OTHER PART

WatNx and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] individually referred to as “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

A. WatNx and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] are discussing a potential arrangement or business relationship or transaction with each other (“Transaction”).

B. Acknowledging that during the process of discussions or in the course of the negotiations, each Party may disclose (the “Disclosing Party”) to the other Party (and/or its respective affiliates) (the “Receiving Party), information that constitute the valuable and proprietary intellectual property of Disclosing Party, in connection with such possible negotiations. The Parties have agreed to execute and abide by this NDA as a pre-condition to the commencement of negotiations or discussions.

**NOW THE PARTIES AGREE AS FOLLOWS**

The Receiving Party recognizes that the information proposed to be disclosed by Disclosing Party in the course of their negotiations constitutes the valuable and proprietary intellectual property and confidential information, belonging to Disclosing Party. Accordingly, the Receiving Party agrees as follows:

1. For the purpose of this NDA, the term "**Confidential Information**" shall mean and include any and all tangible expression of information, regardless of the medium whether oral or written, provided by Disclosing Party to the Receiving Party. Confidential Information however, shall not include information or materials which, (i) is already in possession or known to the Receiving Party and/or its Affiliates (defined below) and each of its Affiliates Directors, officers, employees, agents, advisors or consultants, prior to the date of this Agreement; (ii) is or becomes generally known to the public, through no wrongful act of the Receiving Party; (iii) is lawfully obtained by the Receiving Party from a third party without any obligation to maintain the information confidential; and (iv) is independently developed by the Receiving Party without reference to Confidential Information.

2. As a condition to the Disclosing Party furnishing certain confidential information to the Receiving Party, the Receiving Party agrees that it shall hold all Confidential Information in the strictest confidence at all times, making no use thereof, except as permitted hereunder. Receiving Party agrees that it shall not without the prior written approval of an authorized signatory of Disclosing Party release, share copy or otherwise reproduce or disclose or otherwise use in any form Confidential Information to any person other than its Representatives (as defined below) and employees, consultants or agents on a need to know basis subject to the terms of this NDA;

3. All Confidential Information is considered by the Disclosing Party to be confidential and proprietary to it. The Receiving Party agrees that it will not exploit or otherwise use the Confidential Information except in connection with its evaluation of the proposed engagement, and that such information will be kept confidential by the Receiving Party and each of the Receiving Party’s Representatives (as hereinafter defined). Notwithstanding anything to the contrary in this NDA, the Confidential Information may be disclosed by the Receiving Party to its Affiliates’ and each of its and its Affiliates’, directors, officers and employees (collectively, the “**Representatives**”), who need to know such information strictly for the purpose of performing the proposed engagement under this NDA; provided, however, that prior to the Receiving Party’s disclosure of any Confidential Information, such Representatives shall be informed of the confidential nature of such information and shall be directed by the Receiving Party to treat such information confidentially, and comply with and agree to be bound in accordance with the terms of this NDA. The Receiving Party shall be responsible for any breach of obligations under this NDA by its Representatives. (“**Affiliate**” for the purpose of this NDA means the disclosing party or Receiving Party or other person who or which is either controlled by the Receiving Party or who controls the Receiving Party or who or which is controlled by the same person/entity who controls the Receiving Party, either by way of significant shareholding, voting rights or otherwise).

4. In the event the Receiving Party is required to disclose Confidential Information pursuant to a valid and subsisting order or subpoena of a court or by a judicial, quasi-judicial or government body, the Receiving Party shall, prior to such disclosure give prompt written notice to Disclosing Party of any such requirement for disclosure so as to allow Disclosing Party a reasonable opportunity to limit such disclosure or seek protective order.

5. The Disclosing Party may request in writing that the Receiving Party return or destroy the Confidential Information and the Derivatives (defined below) immediately following such written request, the Receiving Party shall and shall procure its representatives to (at Disclosing party’s option) either return the Confidential Information and the Derivatives to the Disclosing Party or destroy the Confidential Information and the Derivatives and will provide to Disclosing Party a confirmation stating that the Confidential Information returned or destroyed comprises all the Confidential Information in the Receiving Party’s possession or control. “**Derivatives**” means any and all notes, analyses, compilations, studies, interpretations or other documents prepared by the Receiving Party which contain, reflect or are based upon, in whole or in substantial part, the Confidential Information. However, the Receiving Party shall be permitted to retain such Confidential information as may be required to be retained by it under applicable laws and electronic data archived, only and not for any other or future use or disclosure.

6. The Disclosing Party does not make any representation or warranty, whether express or implied, about the accuracy or completeness of the Confidential Information, nor Disclosing Party have any duty or obligation to update or otherwise supplement the Confidential Information.

7. In the event of any breach or threatened breach of any of the provisionsof this NDA by the Receiving Party or its Representatives, Disclosing Party shall, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Receiving Party or its Representatives.

8. Other than as expressly set forth herein, no interest, right, title or license under any patent, copyright, trade secret, other intellectual property or other property of the Disclosing Party, or in or to any Confidential Information or any Derivatives, now or hereafter obtained, is transferred, assigned, conveyed, granted, agreed to be granted, or implied by either this NDA or the disclosure of Confidential Information.

9. Nothing in this NDA or any acts of the Parties shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between them. Nothing in this NDA shall create or imply any obligation on Disclosing Party to: (a) undertake, consider, or consummate any agreement or transaction with the Receiving Party or to enter into any exclusive or other negotiations with respect thereto; or (b) disclose any Confidential Information to the Receiving Party.

10. The Receiving Party and its Affiliate agrees that for a period of one (1) year after expiry or earlier determination of this NDA, neither the Receiving Party nor its Affiliate:

1. will directly or indirectly, employ, solicit to employ or initiate contract for employment with the Disclosing Party’s current employees, who were part of the transaction or subsequent efforts between the parties associated with such transaction. The foregoing shall not preclude the Receiving Party and/or its Affiliate from employing a person who is no longer employed by the Disclosing Party or its Affiliate, who responds to a general solicitation for employment placed by the Receiving Party or through its recruitment agency provided that the Receiving Party shall not direct such recruitment efforts at such person, or who initiates discussions for employment with the Receiving Party or its Affiliate.

11. Notwithstanding anything contained in any other agreement in this regard, this NDA shall remain in full force for the duration of 6 (six) months from the date hereof unless the Parties mutually agree to extend such confidentiality period. As regards the confidential Information disclosed, Receiving Party’s obligations will survive the expiration of this NDA for a period of five (5) year from date of expiration or termination of the Agreement.

Without prejudice to any other rights, either party may at any time and without specifying any reason terminate this Agreement with written notice of thirty (30) days to the other Party.

12. This NDA shall benefit and be binding on the Parties and their respective successors and permitted assigns. No Party may assign or transfer all or any part of its rights and obligations under this NDA to any other person without the prior written consent of the other Party. (“**Person**” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other legal entity or individual.)

13. A waiver of any specific term hereof shall not be deemed to constitute a waiver of any other term hereof, nor shall a waiver on any one or more occasion be deemed to imply or constitute a waiver of the same or any other term on any other occasion.

14. If any part of this NDA shall be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of the NDA.

15. This NDA shall be construed in accordance with the laws of India and the parties submit any actions or disputes arising therefrom shall be submitted to exclusive jurisdiction of the competent Courts in Bangalore and waives any objection to such action or proceeding on the grounds of venue or on the grounds that such action or proceeding has been brought in an inappropriate forum.

16. The Parties may execute this NDA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute one and the same NDA.

IN WITNESS WHEREOF these presents have been executed by the parties by their duly authorized representatives hereto on the date given below:

## WatNx Consulting Pvt Ltd [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]

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By

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Bharath Dharanappa Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_