

# MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into, as of 02 / 01 / 2018, 20   (“Effective Date”), by and between the relevant Contracting Entity of Engineer.ai Group (“Company”), having a Principal Address as detailed in Appendix A and <company name> having a principal place of business at <company address> (“Other Party”).

(a) is provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), is conspicuously designated as “Confidential” (or with some other similar legend) or (b) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

Definition of Confidential Information.

“Confidential Information” means (a) any technical and non-technical information related to a party’s business and current, future and proposed products and services of each of the parties, including for example and without limitation, each party’s respective information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) any information a party has received from others that may be made known to the other party and which a party is obligated to treat as confidential or proprietary, except that information disclosed by a party to this Agreement (the “Discloser”) will be considered Confidential Information of Discloser by the other party (the “Recipient”), only if the information

Nondisclosure and Nonuse Obligations. Recipient will not use any

**Obligations.** Recipient will not use any Confidential Information except to the extent necessary for the purpose described below the signatures to this Agreement (the “Purpose”) and Recipient will not disseminate or in any way disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Agreement. Furthermore, neither party may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any person, firm or business or to any form of public media without the prior written approval of the other party. Recipient shall treat all of Discloser’s Confidential Information with the same degree of care as Recipient accords to Recipient’s own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser’s Confidential

Confidential Information was communicated to Recipient by the Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

Ownership and Return of Confidential Information and Other Materials. All of Discloser's Confidential Information, and any Derivatives (defined below) thereof, whether created by the Discloser or Recipient, are the property of Discloser and no license or other rights to the Discloser's Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted

with Recipient's obligations under this Section.

Disclosure of Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

**No Export.** Recipient will obtain any licenses or approvals required by governmental authorities prior to exporting, directly or indirectly, any



such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

Entire Agreement. This Agreement constitutes the final and exclusive agreement between the parties with respect to the treatment of Confidential Information disclosed hereunder. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the treatment of the Confidential Information.

**Waiver; Modification.** If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom

“Company”

“Other Party”

By: \_\_\_\_\_

Name: Lalit Kumar Maurya

Title: Mr.

Purpose:

[illegible]

## Appendix A : Contracting Partner, Legal Jurisdiction and Courts

Engineer.ai Group is comprised of company subsidiaries in a number of territories. Each of the Contracting Entities detailed in the table below are deemed Group Companies for the purposes of this Agreement. The definition of “Contracting Entity”, “Principal Address”, “Jurisdiction” and “Nominated Courts” are therefore determined by the location of the Other Party as per the following table;

Other Party Territory	Contracting Entity	Principal Address	Jurisdiction	Nominated Court
Americas (USA, Mexico and all South America)	Engineer.ai Inc	600 California Street, San Francisco, 94105, USA	State of California California	California
United Kingdom	Engineer.ai Global Limited	1 Westferry Circus Canary Wharf London E14 4HD	England	English
India	SD Squared Private Limited	1004D JMD Megapolis, Sohna Road, Gurugram, Haryana	India	Delhi
All other	Engineer.ai International Limited	Les Jamalacs Building, Vieux Conseil Street, PORT LOUIS, Mauritius	Mauritius	Mauritius

TITLE	Non Disclosure Agreement
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**Not legally binding. This is a test request.**

**This document was signed on contracts.engineer.ai**

## Document History



SENT

**02/02/2018**

06:37:10 UTC

Sent for signature to Lalit Kumar Maurya  
(lalit.maurya@engineer.ai) from siddhant@engineer.ai  
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VIEWED

**02/02/2018**

06:37:12 UTC

Viewed by Lalit Kumar Maurya (lalit.maurya@engineer.ai)  
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SIGNED

**02/02/2018**

06:37:27 UTC

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IP: 125.63.95.242



COMPLETED

**02/02/2018**

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The document has been completed.