**NON DISCLOSURE AGREEMENT**

This Non Disclosure Agreement (“Agreement”) is made at ……………. on this \_\_\_\_\_ day of February, 2016 (hereinafter “Effective Date”)

This Software Development Agreement (the “Contract”) is made and entered into on this 20th Day of February, 2016 (the “Effective Date”) by and between Mr. **Pawan Sharma, S/o Mr. Hari Prasad Sharma, DOB, 19-02-1991 bearing PAN DKIPS8043C** with its principal place of business located at L 308, Sector 12, Pratap Vihar, Ghaziabad 201009. (henceforth referred as “Consultant/Vendor”)

(The Consultant/ Vendor and the Customer/Client are hereinafter referred to individually as a “Party” and collectively as “the Parties”).

**WHEREAS**

1. That the parties have entered into a Software Development Agreement dated 20.02.2016 wherein the Consultant has been entrusted by the Client with the task of Developing an Android Application for Online Product selling, iOS Application for Online Product Selling, Web based Backend Admin with User Access Controls, App Landing Page (single Page Landing Page), Logo (Launch Icon), Graphics for app & landing page (excluding stock images), etc. on the terms and conditions set out therein.

B. During the course of undertaking the task entrusted to the Consultant, he in the day to day interaction and ordinary course of business with the Client shall have access to Confidential Information pertaining to the Client, its directors, data base etc. in either its disembodied form or in its finalized version which the Client treat as being confidential in nature.

C. The unauthorized disclosure by the Consultant of such Confidential Information could lead to exposing the Client to irreparable loss in monetary terms as well as loss of their individual reputation and goodwill.

D. The Client now wish to safeguard and protect themselves from any wrongful or inadvertent disclosure pertaining to all such matters they treat as being confidential.

**NOW THEREFORE**, it is agreed as follows between the Parties hereto

For and in consideration of the mutual covenants and agreements hereinafter contained and set forth, the parties hereto have agreed and do hereby agree as follows:

1. DEFINITIONS:
   1. “Confidential Information” shall mean and include, but is not limited to, all information and data directly or indirectly relating to financials of the Client including books of accounts, ledgers, etc. and accounting policies being followed by the Client,Technical information Methods processes, formulae, composition, systems, techniques, inventions, machines computer program and research projects, Business information: Customer lists, pricing data, sources of supply, financial data and marketing production, or merchandising systems or plans, information connected directly or indirectly to the Directors, Associates, Affiliates, Employees, etc. of the Client, either past or currently on the rolls of either of the Client, the Day to Day working and business transactions being undertaken for and on behalf of the Client, any information that might be in the cognizance of Consultant relating to the Client, affiliates or business associates of the Client, any emails, letters/communications written and/or received by Consultant in the ordinary course of his performing his task under the Software Development Agreement dated 20.02.2016,any and all information relating to any litigation existing or which may be contemplated with respect to Client in future, any information connected to any Joint Venture Agreements, Agreements, Proposals, Understandings or any other commercial arrangements. that might be entered/given or intended to be entered into by the Client and any other information relating to the working of the Client which would directly or indirectly affect the interests of the Client when the Consultant was his performing his task under the Software Development Agreement dated 20.02.2016 and also any other proprietary information not generally accessible to the public that may be declared as being confidential in the interests of any of the Client and which is within the knowledge or could by some due diligence be within the knowledge of the Consultant for reasons of his association with the Client.
   2. “Intellectual Property” shall mean and include existing and future rights that may be granted in respect of any trade secrets, know how, patents, trademarks, both registered and unregistered and other proprietary information forming the subject matter of this Agreement and inclusive of all Intellectual Property that is the subject of ownership of the Client and/or its subsidiaries, venture partners and/or any business arrangements, inclusive of, but not limited to any oral arrangement which the Client may have entered into with any other third party, whether explicitly in the knowledge of the Consultant or which may reasonably be in the knowledge of the Consultant in relation to the day to day working of any of the Client.
   3. “Compete” shall mean and include any activity undertaken by the Consultant, which is either commercial in nature or otherwise that may result in diversion, drop in sales or loss of market share to the Clientthrough the wrongful or inadvertent sharing of any of the Confidential Information with unauthorized third Companies pertaining directly or indirectly to the affairs of the Client.
2. ACKNOWLEDGEMENT OF CONFIDENTIALITY:

2.1 The Consultant hereby acknowledges and confirms that the Confidential Information disclosed to or accessible to Mr. Santhosh is in the nature of Confidential or proprietary Information connected to the internal affairs of the Client.

1. AGREEMENT NOT TO DISCLOSE OR ASSIGN/LICENSE
   1. The Consultant hereby agrees that he shall hold in confidence and hereby agrees that he shall not assign, license, sell, use or commercialize or disclose except under terms of association with the Client, any Confidential Information or Intellectual Property of the Client, to any person or entitywho is not permitted in the normal course of business access to any such Confidential Information or Intellectual Property, except such disclosures that may be approved by the Client in writing.
   2. The Consultant undertakes to use at least the same degree of care in safeguarding the Confidential Information/ Intellectual Property as he uses or would use in seeking to safeguard his own Confidential Information and shall take all steps that may be deemed to be necessary to protect the Confidential Information from unauthorized or inadvertent disclosure.
   3. That upon the termination/expiration of the Consultant’s association with the Client, the Consultant shall return to the Client all documents and property of the Client, including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Client’s business, or in any way obtained by me during the course of association with the Client. The Consultant further agrees that he shall not retain copies, notes or abstracts of the foregoing. The Client 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.
   4. The consultant undertakes and warrants that he shall not poach or refer or recommend any talent or employee of Doorstep Solutions Private Limited to anyone else during and after the completion of his assignment with the Client. In case of breach thereof, the Consultant shall unconditionally indemnify the Client for all losses, damages, claims or expenses to the minimum as applicable & above as decided by the Client.
2. REMEDIES FOR BREACH OF CONFIDENTIALITY
   1. The Consultant agrees and acknowledges that any disclosure of any Confidential Information or Intellectual Property of the Client prohibited under the terms of this Agreement or breach of any of the provisions herein may result in irreparable injury and damage to theClient which would not be adequately compensable in monetary damages, that the Client will not have any adequate remedy at law therefor, and that the Client may, in addition to all other remedies available to it at law or in equity, obtain and claim such damages and/or preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the interest of the Client against, or on account of, any breach by the Consultant of the provisions contained herein.
   2. The Consultant undertakes to reimburse the legal fees and such other costs as may be incurred by the Companies in enforcing the provisions of this Agreement.
3. NON COMPETE
   1. The Consultant, inclusive of his direct beneficiaries in business, interest and title in recognition of the vesting of exclusive rights to the Confidential and proprietary Information of the Client hereby agrees and undertakes not to directly or indirectly compete with the business being carried out by the Client, its successors and permitted assigns during the term of this Agreement.
   2. Subsequent to the termination or expiration of the terms of association with the Client, the Consultant agrees and undertakes not to compete with the Client for a period of \_\_\_\_\_months.
   3. Following the expiration or termination of this contract and notwithstanding the cause or reason for termination, the Consultant undertakes and agrees not to compete with the business of the Clienteither with or without using Client’s Confidential Information or Intellectual Property in its embodied or disembodied form.
4. DISPUTE RESOLUTION

6.1 Any or all disputes or differences, arising out of or touching upon or in relation tothe terms and conditions of the present agreement including the interpretation and validity thereof and the respective rights and obligations of the parties shall be referred to the Sole Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of Arbitration shall be New Delhi only. The Client shall have the exclusive right to nominate and appoint the Sole Arbitrator and the Consultant shall not raise any objection thereto. The decision of the Sole Arbitrator shall be final and binding upon both the parties. Costs, expenses of the Arbitration proceedings jointly and severally.

6.2 That the Courts in New Delhi alone shall have the exclusive jurisdiction in respect of all maters or disputes or differences arising under or in connection with or in relation to this Agreement.

1. MISCELLANEOUS
   1. Assignment: this Agreement shall be binding on the Consultant and his heirs, successors, and legal representatives and shall be binding upon and shall inure to the Companies, their successors and assigns.
   2. Additional Covenants: The Consultant agrees and undertakes that he has carefully read this Agreement and has further understood the contents contained herein and has given careful consideration to the restraints that have been imposed upon him in terms of this Agreement and is voluntarily in full accord as to their necessity for the reasonable and proper protection of the Confidential Information or Intellectual Property of the Client. The Consultantexpressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter and time period.
   3. Severability: The provisions of this Agreement shall be deemed to be severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any of the provisions are declared to be unenforceable, the Client and the Consultant shall substitute an enforceable provision that, to the maximum extent possible in accordance with the applicable law, preserves the original intentions and economic interests of the Client. Waiver of any provision hereof shall not preclude enforcement thereof on future occasions.
   4. Force Majeure: Neither Party will be responsible for any failure to perform its obligations under this Agreement, due to causes beyond its control, including, but not limited to acts of God, riots, acts of civil or military authorities, fire floods or accidents.
   5. Representations: The Consultant represents that there is no agreement, arrangement or understanding existing or contemplated to be brought into existence after the Effective Date whereby he shall be under a fiduciary or other confidential obligation that would directly conflict with his obligations under the terms of this Agreement and the Consultant further represents and warrants that i) he has had the opportunity to consult and obtain legal advice concerning the interpretation of any and all provisions contained in this Agreement. ii) He has been given a reasonable opportunity to put questions to the Client and that the Client has answered all such queries to his satisfaction.
   6. This Agreement shall remain in full force and effect with respect to the confidential information without limitation of time.
   7. Governing Law: This Agreement and all the covenants contained herein including any and all disputes that may arise in relation to the enforceability or implementation of this Agreement shall be governed by the Laws in force in India.
   8. Notices: All notices and communications required or permitted under this Agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if sent by Email or Registered Post or Speed Post.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first above written through their duly authorized representatives

Mr. Pawan Sharma

Authorised Signatory

Witnesses

1. 2.