

NON-DISCLOSURE AGREEMENT

Our mutual objective under this Non-Disclosure Agreement (this “NDA”), effective as of **09/17/20**, is to provide protection for Confidential Information (as defined below) that [United Parcel Service Oasis Supply Corporation] (“UPS”) or any of its affiliates or any of their employees, agents, or contractors (collectively, with UPS, the “UPS Group”), discloses to **Ishaan Enterprises inc dba Moving supplies bay area**¹, or Confidential Information that [Company][Company Group] discloses to the UPS Group, so the parties can proceed with their proposed transaction and discussions (the “Project”) as described on any Project Schedule, the form of which is attached hereto as Schedule I. When a member of the UPS Group or [Company][a member of the Company Group] discloses Confidential Information to the other it is the “Disclosing Party” and when a member of the UPS Group or [Company][a member of the Company Group] receives Confidential Information disclosed by a Disclosing Party is the “Receiving Party”. UPS is responsible for all actions of the UPS Group as a Receiving Party. [Company is responsible for all actions of the Company Group as a Receiving Party.] Each of UPS and Company agree that the following terms apply when [Company][Company Group] or the UPS Group discloses Confidential Information to the other related to the Project.

Obligations. The Receiving Party agrees to:

- keep confidential and not disclose or reveal any Confidential Information to any person other than as permitted by this NDA;
- use the same care and discretion to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own confidential information that it does not wish to disclose, publish or disseminate, but in no case will it use less than reasonable care;
- use the Confidential Information solely for the purpose of the Project;
- notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA by the Receiving Party or any of its Representatives (as defined below); and
- be responsible for the acts of any of its Representatives that are in violation of this NDA.

The Receiving Party may disclose Confidential Information to (i) its employees who have a need to know Confidential Information for purposes of directly evaluating or performing the Project and (ii) any other party with the Disclosing Party’s prior written consent (collectively, the “Representatives”). The Receiving Party will ensure such Representatives will treat Confidential Information in accordance with this NDA. In addition, a member of the UPS Group [or Company Group] as a Receiving Party may disclose Confidential Information to any other member of the UPS Group [or Company Group, as applicable] that has a need to know for purposes of directly evaluating or performing the Project. The Receiving Party will place, and will ensure its Representatives place, a prominent confidentiality legend on any and all productions of Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by applicable law; however, the Receiving Party shall (i) disclose only that part of the Confidential Information which, in the written opinion of its legal counsel, it is required to disclose and (ii) unless prohibited by applicable law, give the Disclosing Party prior written notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order. No party will disclose or transfer any personally identifiable or regulated information unless the other party agrees in writing to accept such information.

Exceptions to Obligations. The following will not qualify as Confidential Information. Information that:

- was provided to the Receiving Party (other than by the Disclosing Party) on a non-confidential basis prior to its disclosure by the Disclosing Party as proven by Receiving Party’s contemporaneous written records;
- is provided to the Receiving Party on a non-confidential basis by a person or entity that is not prohibited from disclosing such information;
- is developed independently by the Receiving Party or its Representatives without use, directly or indirectly, of the Confidential Information; or
- is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this NDA.

Confidentiality Period. The Receiving Party will keep confidential and not reveal, disclose or use any Confidential Information for five (5) years after the termination of this NDA. To the extent any trade secret, as defined by 18 U.S.C. § 1839, as amended, is disclosed to the Receiving Party, the Receiving Party will not disclose or reveal any trade secret at any time.

No Rights or Licenses. Neither this NDA nor any disclosure of Confidential Information made under it grants the Receiving Party any right or license in or to any trademark, copyright, patent, trade secret or other intellectual property right now or subsequently owned or controlled by the Disclosing Party.

Return or Destruction. Within ten (10) days of receiving the Disclosing Party’s written request, the Receiving Party must promptly deliver to the Disclosing Party, or at the Disclosing Party’s option destroy, all intangible and tangible materials in its possession or the possession of the Receiving Party containing or embodying the Confidential Information; furthermore, the Receiving Party must deliver to the Disclosing Party a certificate executed by an officer certifying compliance with this provision. Notwithstanding the Receiving Party’s obligations to return or destroy the Confidential Information described in the preceding sentence, the Receiving Party may, subject to compliance with all other obligations of this NDA, retain a copy of the Confidential Information consistent with its existing electronic document retention policies and systems.

Remedies. UPS and Company each expressly agree that monetary damages may be inadequate to compensate UPS or Company, as the case may be, for any breach of this NDA and that any such breach may result in irreparable injury to UPS or Company, as the case may be. In addition to any other available remedies, if the UPS Group, [Company][Company Group] or any of their respective Representatives breach or threaten to breach any of the provisions of this NDA, UPS or Company, as the case may be, shall be entitled to seek equitable relief by way of injunction, specific performance or otherwise, and may seek such relief without proof of actual damages and without the posting of any bond. In the event of a dispute between the parties relating to this NDA, the non-prevailing party shall pay all costs and expenses, including, but not limited to, reasonable attorneys’ fees, relating thereto.

Other Endeavors. The Disclosing Party understands and acknowledges that the Receiving Party may now market or have under development products that are competitive with products or services now offered or that may be offered by the Disclosing Party, and the Receiving Party may develop, make, use, procure, or market such products or services now or in the future, provided in doing so the Receiving Party does not breach this NDA. Confidential Information

(collectively, with Company the “Company Group”). If this option is chosen, be sure to include the “Company Group” suggestions, which are currently in brackets, throughout the rest of this form.

¹ In some instances, expanding the disclosure to Company’s affiliates may be necessary by adding after “(the “Company”)” the following – “or any of its affiliates or any of their employees, agents, or contractors

is provided "as is" and the Disclosing Party is not liable for its accuracy or completeness.

Termination. Either party may terminate this NDA on ten (10) days' written notice to the other party. In addition, this NDA will terminate if there is no active Project Schedule for any ninety (90) day period. Unless stated otherwise on a given Project Schedule, a Project Schedule will remain "active" for six (6) months after the Project Schedule Effective Date (as defined therein) and, unless renewed by the parties, will terminate upon the expiration of the six (6) month "active" period.

General.

- a. This NDA does not require either party to disclose or receive Confidential Information, perform any work, or enter into any business engagement or other agreement.
- b. Neither party may assign or otherwise transfer its rights or delegate its duties or obligations under this NDA without prior written consent of the other party, provided UPS may assign this NDA to any member of the UPS Group without the consent of Company.
- c. The exchange of Confidential Information under this NDA does not create any joint relationship or authorize either party to act or speak on behalf of the other.
- d. Only a written agreement signed by both UPS and Company can modify this NDA or effect a waiver of any of UPS's or Company's rights hereunder.
- e. This NDA shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles.
- f. This NDA is the complete agreement regarding disclosures of Confidential Information and replaces all prior oral or written communications or agreements between the parties on the subject matter hereof.

- g. The parties agree not to publically mention the existence of this NDA or the subject matter hereof in any way, whether in marketing materials, presentations or press releases.
- h. If one or more of the provisions contained in this NDA is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this NDA, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

"Confidential Information" means any and all confidential company business information of the Disclosing Party disclosed to a Receiving Party by a Disclosing Party in furtherance of the Project after the date hereof² (including, without limitation, the existence and nature of the relationship between the parties, information regarding employees of the Disclosing Party, and any and all confidential company information of the Disclosing Party of which the Receiving Party becomes aware as a result of Receiving Party's access to and presence at the Disclosing Party's facilities) that is treated as confidential or secret by the Disclosing Party such as, but not limited to, efforts by the Disclosing Party that are reasonable under the circumstances to maintain its secrecy including, without limitation, (A) marking any information reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature; and/or (B) identifying any oral communication as confidential immediately before, during, or after such oral communication. Without limitation Confidential Information includes, without regard to form, technical and nontechnical data, formulas, patterns, designs, compilations, computer programs and software, devices, inventions, methods, techniques, drawings, processes, financial data, financial plans, lists of actual or potential customers and suppliers which are not commonly known by or available to the public, and information concerning research and development activities as well as existing and future products. Confidential Information also includes information that has been disclosed to a party by a third party that a Disclosing Party is obligated to treat as confidential or secret.

Each of UPS and Company accepts the terms of this NDA by signing below as of the date first written above. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original.

[UNITED PARCEL SERVICE
OASIS SUPPLY CORPORATION]

Authorized Signature

Printed Name

Title

ISHAAN ENTERPRISES INC dba
MOVING SUPPLIES BAY AREA


Authorized Signature

KETAN UPADHYAY

PRESIDENT

² Note to UPS Drafter: Consider if prior disclosures should be included. If so, replace "after the date hereof" with "before and after the date

hereof".

Schedule I
Form Project Schedule

This Project Schedule incorporates by reference and is a part of that Non-Disclosure Agreement between **ISHAAN ENTERPRISES INC dba MOVING SUPPLIES BAY AREA** and [United Parcel Service Oasis Supply Corporation] ("UPS") dated 09/17/2020.

Project Description: [2020 UPS US TUPSS Corrugated RFP]

Disclosure Dates:

[UNITED PARCEL SERVICE
OASIS SUPPLY CORPORATION]

Authorized Signature

Printed Name

Title

Date ("Project Schedule Effective Date")

ISHAAN ENTERPRISE INC dba
MOVING SUPPLIES BAY AREA



Authorized Signature

KETAN UPADHYAY

PRESIDENT

09/17/2020