 PH: 90 66 666 482

#1245, First Floor, Sri Gowri Complex, 8th Cross, 1st Main Road, Kengeri Satellite Town, Bengaluru - 560060

EID: 013 Date: 31/07/2019

**MUTUAL NON-DISCLOSURE AGREEMENT**

This **MUTUAL NON-DISCLOSURE AGREEMENT** (the “Agreement”), dated as of March 25, 2019 (the “Effective Date”), is by and between KODS (Kod Software Services Pvt. Ltd.) on behalf of itself and its affiliates having an office at #1245, First Floor, Sri Gowri Complex, 8th Cross, 1st Main Road, Kengeri Satellite Town, Bengaluru – 560060, and **Manu M R** having its principal place of employment / business in India.

**WHEREAS,** KODS and **Manu M R** are considering entering into a business relationship; and

**WHEREAS,** from time to time prior to and/or during the proposed relationship (as defined below), the parties may disclose to each other certain confidential and proprietary written and oral business and technical information and other proprietary data: and

**WHEREAS,** the disclosure of the Confidential Information is solely for the purpose of establishing and continuing the Proposed Relationship and such confidential information shall be used for no other purpose.

**NOW,** THEREFORE, in consideration of the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**THE “Proposed Relationship”** is defined as KODS Employing **Manu M R** as a Software Engineer for providing IT services for products and clients being sent to KODS from all of KODS Clientele and KODS itself.

1. **Confidential Information.** For purposes of this Agreement, “Confidential Information” means confidential and proprietary information of either party or its corporate clients or vendors, affiliates, subsidiaries, or parent companies disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (Including, without limitation, documents, prototypes, samples, plant and equipment). Confidential Information includes, by way of example, but without limitation, the Business Information, Technical Information, and Personal Information described below.

(a)Examples of "Business Information" are: products and services, employee information, business models, know-how, strategies, designs, reports, data, research, financial information, pricing information, corporate client information, market definitions and information, and business inventions and ideas.

(b) Examples of "Technical Information" are: software, algorithms, developments, inventions, processes, ideas, designs, drawings, engineering, hardware configuration, and technical specifications, including, but not limited to, computer terminal specifications, the source code developed from such specifications, all derivative and reverse-engineered works of the specifications, and the documentation and software related to the source code, the specifications and the derivative works.

(c) Examples of "Personal Information" are: all non-public personal Information of or related to individual credit applicants, customers or consumers of either party, including, but not limited to, names, addresses, telephone numbers, account numbers, customer lists, credit scores, and account, financial, transaction information, consumer reports and information derived from consumer reports, that is subject to protection from publication under applicable law.

**Agreement to Protect Confidential Information.** KODS and **Manu M R** (including, without limitation, their respective affiliates, officers, directors, counsel, representatives, employees, vendors, consultants or other agents, all of whom are included within the term "KODS" or "**Manu M R**" as appropriate) shall not use the Confidential Information for any purpose except for evaluation, negotiation and discussion concerning the Proposed Relationship. Each party shall maintain the Technical Information in confidence for five (5) years; the Business Information for two (2) years from the date of termination pursuant to Section 10 below; and the Personal Information, trade secrets and source code forever, and shall not, without the prior written consent of the disclosing party, disclose any of the Confidential Information except as permitted herein; provided, however, that there shall be no obligation on the part of the parties to maintain in confidence any Confidential Information disclosed to it by the other (i) which is generally known to the trade or the public at the time of such disclosure; (ii) which becomes generally known to the trade or the public subsequent to the time of such disclosure, but not as a result of disclosure by the other; (iii) which is legally received by either party from a third party on a non-confidential basis provided that to such party's knowledge such third party is not prohibited from disclosing such information to the receiving party by a contractual, legal or fiduciary obligation to the other party, its representatives or another party; (iv) which is independently developed by either party without violation of its obligations under this agreement; (v) which is approved for release in writing by the party whose Confidential Information is to be released, prior to any release; or (vi) was independently in a party's possession prior to disclosure to such party by the other party. Each party understands that the other party does not wish to receive, and each party represents and warrants that it will not disclose to the other party, any information that may be considered confidential and/or proprietary to any third party. Each party represents and warrants to the other party that it has the right to make any disclosure made under this Agreement.

2 **Ownership and Use.** The Parties agree that all ConfidentialInformation contains trade secrets and that portions of the Confidential Information are copyrighted works. Accordingly, the parties agree that the party which produces any Confidential Information owns all rights, title and interest in and that the party receiving the Confidential Information will not reverse-engineer any software or other materials embodying the Confidential Information. The parties acknowledge that Confidential Information is being provided for limited use internally, and the receiving party agrees to use the Confidential Information only in accordance with the terms and conditions of this Agreement and shall not disclose the Confidential Information to any third parties without the prior written approval of a duly authorized officer of the producing party.

3. **Probation and Confirmation of appointment.**, service There will be a probation period of one month from the date of joining. During the period may be terminated at any time by giving 30 days notice in writing or by paying 30 day's gross salary in lieu thereof. On satisfactory completion of the probation period, appointment may be confirmed in writing subject to the management's approval. However, probation period may be extended at the management's discretion in the event when the performance/conduct is below acceptable standards.

4. **Procedure to Protect.** The parties represent and covenant that (i) each has and will maintain a policy and procedure to protect the Confidential Information in accordance with prudent business practices; and (ii) each will use the same degree of care to protect the other party's Confidential Information that it uses to protect its own Confidential Information of a similar type.

5. **Agreement Non Exclusive.** Each party will be entitled, at any time, and without notice to the other, to negotiate, disclose, and to otherwise deal in any manner and for any purpose with third parties regarding its own Confidential Information.

6. **No License.** No right or license whatsoever is granted with respect to the Confidential Information or otherwise.

7. **Control of Confidential Information.** Copies of the Confidential Information shall be made only as necessary and such copies shall be subject to the same restrictions as the original Confidential Information. Each party shall reproduce the proprietary rights notices on any copies produced, in the same manner in which such notices were set forth on the original.

8. **Term.** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Otherwise, this Agreement will terminate upon the earlier to occur of (i) when discussions between the parties regarding the proposed Relationship have ceased, or (ii) one (i) year from the date of the last signature below. upon termination, the non-disclosing party will, upon request of the disclosing party, promptly deliver to the disclosing party by mail, postage paid, return receipt requested , or by receipted courier service, all Confidential Information, and all copies made thereof, except that the non- disclosing party may retain one archival copy in its legal department files of such materials. Termination of this agreement and the return of the Confidential Information shall not affect any of the obligations of each of the parties with respect to disclosure or use of the Confidential Information.

9.  **Integration and Survival.** This Agreement expresses the entire understanding of the parties with respect to the exchange of Confidential Information and supersedes any prior agreements with respect thereto. This Agreement may not be amended or modified except in writing signed by the party against whom such modification or amendment is to be enforced. The terms hereof shall survive termination of any other arrangement between the parties.

10. **Proposed Relationship of Parties.** The execution of this Agreement does not establish a partnership, joint venture or principal agent relationships between the parties and neither party shall so represent itself.

Further, it is acknowledged and agreed that no contract or agreement exists between the parties regarding the Proposed Relationship unless and until a definitive agreement is been executed between the parties. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Proposed Relationship.\

11. **Injunctive Relief**. Each of the parties acknowledges that any breach of this Agreement shall result irreparable and continuing damage to the disclosing party and, therefore, in addition to any other remedy which may be afforded by law, any breach or the threatened breach of this Agreement may be prohibited by restraining order and/ or injunction or any other equitable remedies of court.

12. **Severability**. Should any provision of this Agreement be finally determined to be inconsistent with or contrary to applicable law, such provision shall be deemed amended or omitted to conform therewith without affecting any other provision or the validity of this agreement.

13. **Waiver**. NO failure or delay by either party in exercising any power or right under this Agreement shall operate as waiver, nor does any single or partial exercise of nay power or right preclude any other or further exercise, or the exercise of any other power or right.

14. **Assignment**. Neither party may assign this Agreement without the prior written consent of the other.

15. **Notices**. All notices hereunder shall be in writing, including, but not limited to, electronic writing, and shall be sent certified mail, postage prepaid, return receipt requested; delivered by hand; electronic mail; facsimile or a nationally recognized receipted courier service, to a party at its above – referenced address (or at such address as a party may designate by service by service upon he other in writing ) or facsimile number. Notices to KODS shall also be sent to: \_\_\_\_\_\_\_

16. **Choice of Promotion**. Neither party shall e (i) use the name(s), trademark(s), or trade name(s) (whether registered or not) of the other party, or (ii) publicly refer to the party or the existence of this Agreement, in publicity releases, promotional materials, business plans, investment memoranda, announcements, or advertising or in any other manner, without securing the other part’s prior written approval.

17. **Manu M R** will not enter into any commitment or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any principle or policy of the company or exceed the authority or discretion vested in you without the previous sanction of the company or those in authority over you.

18. **Manu M R** will not, without company’s prior written permission carry on any business, or enter into any business transaction for any part of your time, in any capacity or be employed by, any other firm, company or person. You will devote your whole time and attention to your duties to promote the interests of our organization.

20. **Exit**.

1. If, at any time in management’s opinion, which is final in this matter, Manu M R is insolvent or found guilty of dishonesty, disobedience, disorderly behavior, negligence, indiscipline, absence from duty without permission or of any other conduct considered by management detrimental to our interest, or of violation of one or more terms of this letter, your services may be terminated without notice.
2. Before cessation of the employment, you will immediately surrender to the company all files, books, reports, documents, manuals & discs and any other knowledge database entrusted to you in the your employment.

21. Execution. This Agreement may be executed in multiple counterparts, and such counterparts, when taken together, shall be deemed an original. The execution of this document may be accomplished by faxing signatures, and the facsimile copies will be valid original documents.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last signature below.

Manu M R For Kod Software Services Pvt. Ltd.

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_