

## NON-DISCLOSURE AGREEMENT

Effective Date : 01-08-2020  
 Participant Company : R. SANGEETHA  
 Participant Address : 2/44, WEST KADU, NAVA KURICHI (P.O), ATTUR (T.E), SALEM (D.T)  
 Phone No : 7540025749  
 Email id : Sangeeramaro122@gmail.com

This Non-Disclosure Agreement ("Agreement") is entered by and between Finix Info Solution Private Limited, Old no 183, New no 16, G4 Baid Mehta Complex, Mount road, Little Mount, Saidapet, Chennai, Tamil Nadu, India - 600015 and the "Participant" identified above (each a "Party" and together the "Parties"). In order to protect certain Confidential Information, as described below, Finix Info Solution Private Limited ("Finix") and the Participant agree as follows:

**1. Disclosing Party:** The party disclosing the Confidential Information (the "Discloser") is (check one only):

☒ FINIX      ☐ Participants      ☐ Both Parties

**2. Description of Confidential Information:** "Confidential Information" is any information in whatever form or medium (and includes any copies of such information that receiving Party ("Recipient") is authorized to make hereunder) that is: (a) proprietary or confidential to Discloser or its affiliated companies or to their respective customers, suppliers or other business partners including, without limitation, information that is embedded in, or related to FINIX product or the development, testing or commercial exploitation thereof, in whatever form or media; (b) is either specifically identified as confidential prior to or at the time of its disclosure or would generally be considered confidential in the wireless communications industry; and (c) directly or indirectly disclosed or to which the Recipient is otherwise provided access by Discloser or on Discloser's behalf. For the purposes of clarification, in relation to any discussions relating to patent rights, any prior art identified by Discloser as a result of Discloser expending time and/or money shall constitute Confidential Information and may be used, reproduced or disclosed only as specifically provided herein.

**3. Purpose:** In this Agreement "Purpose" means: (i) assessing the desirability or viability of establishing or furthering a business or contractual relationship between the Parties; and (ii) to the extent this Agreement is incorporated by reference into any other agreement between the Parties, achieving the objectives of that agreement.

**4. Use, Disclosure and Reproduction:** Except as specifically provided herein, Recipient shall hold Confidential Information in strict confidence. Recipient shall use and reproduce the Confidential Information only to the extent reasonably required to fulfill the Purpose. It shall not be a breach of the obligations of the Recipient if the Recipient provides access to Confidential Information to, and authorizes the use and reproduction of the Confidential Information as is reasonably required to fulfill the Purpose by: (a) wholly owned subsidiaries of FINIX ("Subsidiaries") and/or (b) Recipient's employees ("Employees"), provided that Recipient is vicariously liable for the failure of any Subsidiary and/or Employee to whom Confidential Information is disclosed to comply with Recipient's obligations hereunder and further provided that the Subsidiary and/or Employee: (i) has a need to know the Confidential Information to fulfill the Purpose; and (ii) has entered into a confidentiality agreement with Recipient with terms that afford no less protection to the Confidential Information than the terms of this Agreement.

*Signature*  
 01/08/2020

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 India - 600015. [www.finixinfo.com](http://www.finixinfo.com) | [info@finixinfo.com](mailto:info@finixinfo.com) | 044 - 4860 0240





Recipient may also disclose Confidential Information if and only to the extent: (i) it is required to do so by law provided that Recipient gives Discloser sufficient notice to enable it to seek an order limiting or precluding such disclosure; or (ii) Discloser gives its prior written authorization to do so which is signed by an officer of the Discloser. Recipient agrees that except to the extent that the Discloser is expressly precluded by law from prohibiting Recipient from doing so, Recipient shall not alter, modify, adapt, create derivative works, translate, deface, decompile, disassemble, convert into human readable form, or reverse engineer all, or any part, of any materials to which it is provided access by Discloser.

**5. Disclosure Period:** This Agreement applies to Confidential Information that is disclosed between the Effective Date and two (2) years thereafter unless sooner terminated in writing by either Party upon fifteen (15) days prior written notice.

**6. Confidentiality Period:** Recipient's duties with respect to Confidential Information under this Agreement expire ten (10) years from the date of its disclosure hereunder (except for trade secrets, which shall remain subject to the terms of this Agreement for so long as they constitute trade secrets).

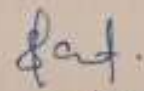
**7. Standard of Care:** Recipient shall use a reasonable degree of care to prevent the unauthorized use, reproduction or disclosure of the Confidential Information, which care shall not be less than the degree of care that Recipient uses to protect its own Confidential Information of a similar nature. For clarification, this does not permit Recipient to allow third parties to whom it generally permits access to Recipient's Confidential Information, access to Discloser's Confidential Information.

**8. Exclusions:** Information that Recipient can establish: (a) was lawfully in Recipient's possession before receipt from Discloser; or (b) is or becomes a matter of public knowledge through no fault of Recipient; or (c) was independently developed or discovered by Recipient, shall not be considered Confidential Information under this Agreement.

**9. Warranty:** This Agreement shall not obligate either Party to disclose any Confidential Information with the other Party. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS". Discloser makes no representation, warranty or guarantee whatsoever about the Confidential Information.

**10. Rights:** Recipient hereby acknowledges and agrees that it shall not acquire any rights in or to the Confidential Information under this Agreement other than the rights expressly granted in Paragraph 4. In particular, Recipient shall not acquire any ownership right, interest or title in or to the Confidential Information or any intellectual property rights therein or the right to obtain or apply for such rights under this Agreement. Recipient further acknowledges that the Confidential Information has been developed at significant cost and has significant commercial value to Discloser and that knowledge of all or any part of the Confidential Information may constitute insider information under securities laws or yield a competitive advantage over others not having such knowledge. Recipient agrees that disclosure or inappropriate use of the Confidential Information could cause Discloser irreparable harm. Recipient further agrees therefore that Discloser will have the right to seek, in addition to any of its other rights and remedies, injunctive relief for any violation of this Agreement without posting bond, or by posting bond at the lowest amount required by law.

**11. No Agency:** This Agreement does not create any agency or partnership relationship between the Parties.

  
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**12. Entire Agreement/Modifications:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and cancels and supersedes any prior discussions, correspondence, understandings, agreements, or communication of any nature relating to the subject matter of this Agreement. Notwithstanding the foregoing, any pre-existing non-disclosure agreement between the Parties shall be superseded and replaced five calendar days after the date written notice is delivered in relation to Notifying Party's Confidential Information provided the Notifying Party notifies the other Party in writing that it wishes to have this Agreement supersede the pre-existing non-disclosure agreement in relation to the Notifying Party's Confidential Information. "Notifying Party" shall mean the Party that serves notice under this provision and in the case where the Notifying Party is not FINIX, such notice shall be served to [hr@finixinfo.com](mailto:hr@finixinfo.com) and where the Notifying Party is FINIX, notice shall be served upon the Director/MD of the other Party. All additions or modifications to this Agreement must be made in writing and must be signed by both Parties.

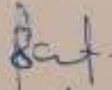
**13. Assignment:** This Agreement may not be assigned by Recipient without Discloser's express prior written authorization. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

**14. Counterparts:** This Agreement may be signed in two or more counterparts each of which together will be deemed to be an original and all of which together will constitute one and the same instrument. Signing of this Agreement and transmission by facsimile document transfer will be acceptable and binding upon the Parties hereto.

**15. Return of Confidential Information:** Upon expiration or termination of this Agreement, at the Discloser's request, the Recipient shall promptly return all Confidential Information received from the Discloser (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control and/or in the possession or control of its Employees and Subsidiaries) or will certify through an officer of the Recipient that all Confidential Information received from the Discloser (including, without limitation, any summaries of orally disclosed information and all copies thereof in its possession or control) have been destroyed. For greater certainty, failure of the Discloser to make such request of Recipient shall not entitle Recipient to make any further use of the Confidential Information or otherwise extend Recipient's rights set forth herein after expiration or termination of this Agreement and Recipient specifically agrees to cease any further use of Discloser's Confidential Information.

**16. Severability:** If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force.

**17. Governing Law:** Where the address of the Participant as noted above is located in the territory of all the States of India, this Agreement shall be governed by and construed under the laws of the courts of Chennai, Tamil Nadu, India. Where the address of the Participant is either not noted above or as noted above is not located in the territory of the India, this Agreement shall be governed by and construed under the laws of the Tamil Nadu, India. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-convenience or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts of Tamil Nadu, India as applicable. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

  
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**18. Non-Solicitation:** In consideration of the benefits described in this Non-Disclosure Agreement executed by the Participant and FINIX along with its subsidiaries, parent companies, joint ventures, affiliated entities, and includes its successors and assigns or any such related entities on the same date hereto and into which this agreement is incorporated, ("Agreement"), the Participant and FINIX hereby agree that any controversy or claim arising under the state and local statutory or common or contract law between the participant and FINIX involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either party served on the other. For a period of one (1) year following the termination of this agreement and relationship with the FINIX, the Participant shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Participant shall not call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the FINIX on whom the Participant have called or became acquainted during the term of this agreement, as the direct or indirect result of products, services or employment with FINIX.

**19. Notice Period:** In the event participant party desires to get separate from the company / business or any Services hereunder, the participant shall provide 3 months prior written notice of the termination date to the other party; provided, however, that the receiving party may agree for a shorter notice period or serving of full notice period.

FINIX Info Solution Private Limited:

Participant Name: R. SANGEETHA

By:

By: 

Printed Name : Rajamanikam Duraiswamy

Printed Name : R. SANGEETHA

Title : CTO & MD

Title : TRAINEE

Date :

Date : 01.08.2020

Email : Raj@finixinfo.com

Email : sangeeyamar0122@gmail.com

Phone : 8939897561

Phone : 7540025749

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