

## Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below

This **AGREEMENT** made on the 17th day of October, 2016

### 1. Scope of this Non-Disclosure Agreement

IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

#### The parties

This Non-Disclosure Agreement exists between

("Disclosing Party") Thoughthub Solutions Private Limited (of)

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Plot 80, 1st Cross Street, Mogappair West Garden Chennai, Tamil Nadu 600 037, India

And

("Receiving Party") Selvakumar Pachamuthu (of)

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South Street , Naduvalur (post), Ariyalur(D.T), Tamil Nadu, India - 612904

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(Individual or company's address)

#### a) Commencement date of the Non-Disclosure Agreement

This Non-Disclosure Agreement commences on the date indicated at the top of this page.

#### b) The purpose of the Non-Disclosure Agreement

This Non-Disclosure Agreement serves to protect confidential information and intellectual property developed for and owned by the Disclosing Party.



## 2. Confidential Information and Intellectual Property

### a) Definition of Confidential Information and Intellectual Property

- i. "Confidential Information" means non-public information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party.
- ii. "Confidential Information" includes, without limitation, information (previously provided or which is provided) in tangible or intangible form
- iii. Any and all source code and libraries subsequently developed by the Receiving Party on behalf of and for the Disclosing Party, should be regarded as strictly confidential. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation, trust, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party.
- iv. Information about the affairs and activities of the Disclosing Party.
- v. Information about clients, client list, and client requirements.
- vi. Information about the business practices of the Disclosing Party, including but not limited to:
  - business processes, business plans
  - development plans, accounting
  - Strategic alliances.
- vii. Ideas and development plans for new products and services, including, but not limited to:
  - Logic and process flowcharts,
  - Diagrammatic representations of functionality and any other aspect of the product and/or service, Functional specifications.
  - Test Plans,
  - Screen layouts and mock-ups.
  - Entity-relationship diagrams.
  - Formal code and other programming/pseudo-code documents.
- viii. Any other material that describes the ideas, function, operation, outcomes, of any products and services owned and / or currently being developed by the Disclosing Party.
- ix. Information and Intellectual Property (as described above) developed by contractors at the direction of the Receiving Party for the Disclosing Party.

### b) Form of Confidential Information and Intellectual Property

Confidential Information and Intellectual Property may be:

- i. Oral, written, electronic or other machine readable form;
- ii. Translated from the original, modified, updated, or altered;
- iii. Originated or obtained by the Receiving Party.



### 3. Obligations regarding Confidential Information

- a) Receiving Party shall:
- i. Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for ten (10) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, for any reason whatsoever, except as expressly provided in Sections 3(b) and 3(c) of this Agreement;
  - ii. Take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party;
  - iii. Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and
  - iv. Refrain from reverse engineering, decompiling or disassembling any software code disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with a judicial or other governmental order, provided that Receiving Party either gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or
- i. Obtains written assurance from the applicable judicial or governmental entity that his will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, the Receiving Party shall not disclose any computer source code that contains Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order unless his complies with the requirement set forth in sub-section (i) of this Section 3(b).
  - ii. The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees, associates and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with his employees, associates and consultants sufficient to enable him to comply with all the provisions of this Agreement.
- c) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and his employees, associates and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- d) Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same.
- e) You continue to be bound by conditions Sections 3(a) through to 3(e) (inclusively) until released in writing by the Disclosing Party.



#### 4. Rights and Remedies

- a) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and his employees, associates and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
- b) Receiving Party shall, at Disclosing Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same.
- c) The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

#### 5. Miscellaneous

- a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
- b) In the event that the Disclosing Party provides any computer and/or website software designs or specifications, to the Receiving Party as Confidential Information under the terms of this Agreement, such computer and/or website software designs or specifications may only be used by the Receiving Party for evaluation and providing Feedback to the Disclosing Party and the writing of the website software by the Receiving Party for and on behalf of the Disclosing Party..
- c) The parties agree to comply with all applicable international and national laws that apply to
  - i. any Confidential Information, or
  - ii. any product (or any part thereof), process or service that is the direct product of the Confidential Information, as well as end-user, end-use and destination restrictions issued by Australian and other governments.
- d) The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information.
- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions



of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- f) If either the Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.
- g) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) Either party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.



## 6. EXECUTION

Executed as an Agreement in Chennai, India

<b>SIGNED</b> for and on behalf of Thoughthub Solutions Private Limited. <b>(Disclosing party)</b>	 <b>Asir Paulraj</b> (Director) <hr/> Date: 17/10/2016
<b>Receiving party →</b>	<b>Selvakumar Pachamuthu</b> (Employee) <hr/> Date: