



## **Confidentiality and Mutual Non-Disclosure Agreement**

This **Non-Disclosure Agreement ("Agreement")** is entered into on **2 March, 2021** by and between **Infogain India Private Limited.**, and its affiliates and subsidiaries having its place of business at A-16 & A-21, Sector-60, Noida-201301, India ("**Infogain**" /"**Infogain Group**") and **Telekinetics Network Systems Private Limited**, an independent service provider with registered address at S-704, Regency Garden, Sec-6, Plot-10, Kharghar, Navi Mumbai – 410210. ("**Telekinetics / Independent Service Provider**" or "**ISP**").

**WHEREAS** Infogain is principally in the business of providing software consultancy, design and development services; Infogain group companies include Infogain India Private Limited, Infogain India BPO Private Limited and Infogain Systems Private Limited;

**WHEREAS** INFOGAIN and ISP wish to discuss a potential contract for Recruitment Services / Consulting Services whereby ISP will provide certain services/products to INFOGAIN and or to INFOGAIN's customers ("**Customers**") on behalf of INFOGAIN;

**AND WHEREAS** during such discussions, INFOGAIN and or its Customers (collectively "**Discloser**") may be required to disclose to ISP ("**Recipient**"), information that is considered to be confidential and or proprietary to INFOGAIN and or its Customers;

**NOW, THEREFORE**, in consideration of the recitals set forth above and the covenants set forth herein, the parties agree that:

**Definition:** For the purpose of this Agreement, "**Confidential Information**" shall mean and include any and all tangible expression of information disclosed to the Recipient by the Discloser: Oral, written, or in pictorial form and shall specifically include, without limitation, all knowledge or information concerning the business, customers, suppliers, operations and assets of the Discloser, technical, operational, administrative, economic, planning, business or financial nature of the Discloser which is not readily available to the public such as: internal operating procedures; investment strategies and sales data; computer systems, programs, software devices, plus information about the design, methodology and documentation thereof; records and repositories of all of the foregoing, in whatever form maintained; photographs, plans, notes, renderings, journals, notebooks, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.


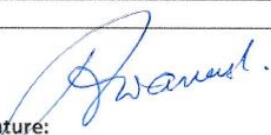
1. **Duty of Care:** Recipient agrees to use at least the same level of care (but no less than reasonable care) that it exercises to protect its own information of like nature, to prevent any Confidential Information received in any form, for or in connection with the Purpose, from being revealed to unauthorized parties or entities.
2. **Exclusions:** The foregoing confidentiality obligations will not apply to Confidential Information that (a) is in Recipient's possession prior to receipt from Discloser; (b) is or becomes public through no fault of Recipient; (c) is rightfully received from a third party without imposing any duty of confidentiality on Recipient; (d) is independently developed or learned by Recipient; (e) is disclosed by Discloser to a third party without a duty of confidentiality on such third party; (f) is required to be disclosed under operation of law in which case Recipient shall promptly inform Discloser and provide reasonable assistance to Discloser to resist/minimize such disclosure; or (g) is disclosed by Recipient with the prior written approval of Discloser.
3. **Restrictions:** Recipient shall restrict disclosure (and or copying) of Confidential Information only to the limited extent required in the performance of the Purpose, to only those of its employees and subcontractors (collectively "**Representatives**") who need to know for such performance and who are bound in writing by obligations of confidentiality no less restrictive than those hereunder.



4. **Injunctive Relief:** Recipient agrees to promptly inform Discloser of any unauthorized disclosure of Discloser's Confidential Information. In the event of a breach of Recipient's confidentiality obligations hereunder, Discloser may have no adequate remedy in damages and, accordingly, may immediately seek injunctive relief against such breach.
5. **Warranty:** Discloser warrants that it has the right to make the disclosures hereunder, **BUT MAKES NO OTHER WARRANTIES; ANY DISCLOSED INFORMATION IS PROVIDED "AS IS."**
6. **Term and Termination:** This Agreement shall be valid for a period of six (6) months from the Effective Date, unless extended prior to its expiry by mutual written agreement of the parties or terminated by either party by one (1) weeks' written notice to the other party.
7. **Protection Period:** The obligations of confidentiality hereunder shall survive termination of this Agreement howsoever caused.
8. **Return of Confidential Information:** On termination of this Agreement or on request by Discloser, Recipient shall promptly return or destroy (without retaining any copies) all Confidential Information in its possession or control and if required by Discloser, so certify in writing.
9. **No Transfer of Rights:** No license, patent, copyright, mask work, trademark or other proprietary right, express or implied, in the Confidential Information is granted by Discloser to Recipient other than to use the Confidential Information for the Purpose.
10. **Non-Compete:** For each Customer of INFOGAIN whose Confidential Information has been disclosed hereunder:  
During the term of this Agreement, and for a period of one (1) year thereafter, or till the Customer remains a customer of INFOGAIN, whichever is later, ISP shall not, without the prior written approval of INFOGAIN, directly or indirectly, either itself or in association with any other person or entity, solicit for or provide any services to the Customer.  
For the purpose of this Clause 10 (Non-Compete), a Customer shall include its affiliates, and INFOGAIN shall include its affiliates, where "affiliate" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity.
11. **Governing Law:** This Agreement shall be governed by the laws of India; and exclusive jurisdiction shall be the courts of Mumbai.
12. **Miscellaneous:** This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products; and does not create any agency or partnership relationship. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each party who is authorized to amend this Agreement. This Agreement shall be binding on the parties hereto and their respective successors (by merger, acquisition or otherwise).
13. **Customer Specific Provisions:** Prior to disclosure of confidential information of a given Customer, ISP may be required to comply with additional provisions specific to such Customer, which will be advised by INFOGAIN to ISP in advance.
14. **ISP Specific Provisions:** All terms in this Mutual NDA applicable to ISP with respect to confidentiality shall also apply to Infogain for information that shall be shared by ISP to Infogain.



IN WITNESS WHEREOF, the parties hereto execute this Agreement with the intent that they be legally and equitably bound by its terms.

For: Infogain India Private Limited	For: Telekinetics Network Systems Private Limited
	
Signature:	Signature:
Name: Kishor Kumar G R	Name: Awaneesh Mishra
Title: Associate Vice President	Title: Global Sales Head
Date:	Date: 2nd March 2021