This **Mutual Non-Disclosure Agreement** (the "Agreement") is made and entered into as of

**15th May ‘15** (the “Effective Date”) by and between an Indian Private Limited Company (“**Telekinetics Network Systems Pvt. Ltd.” / “TKNS”)** with principal offices at S-704, RG, Sec - 6, Plot – 10, Kharghar, Navi Mumbai – 410210, (Maharashtra), India. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Private Limited** with principal offices at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, each party to this Agreement possesses confidential, proprietary and/or trade secret information including, without limitation, information in tangible or intangible form relating to or including: business, product, marketing, licensing or sales activities, policies, practices, outlooks, studies, reports, analyses, strategies or forecasts, finances, revenue, pricing, costs or profits, released or unreleased products including, but not limited to, software, hardware, development, research, designs, specifications, performance characteristics, code, formulas, algorithms, data, techniques, processes, inventions, testing strategies, industry, customer or consumer information and third party confidential information (the "INFORMATION"); and

WHEREAS, for purposes of this Agreement, the party disclosing confidential information is hereinafter referred to as the "**Disclosing Party**" and the party receiving confidential information is hereinafter referred to as the "**Recipient**". The "Disclosing Party" desires to disclose some of its INFORMATION to the other party (the "Receiving Party") subject to the terms and conditions of this Agreement;

1. **Purpose.** The parties wish to engage in discussions regarding the possibility of entering into a business relationship of mutual interest and in connection with such discussions, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential. For the purposes of this Agreement, "Affiliate" means, in relation to either party, an entity directly or indirectly (i) controlling, (ii) controlled by, or (iii) under common control with that party.
2. **Definition.** "Confidential Information" means any information, technical data, or know-how disclosed by the Disclosing Party to Recipient prior to the Effective Date or during the Term (as defined in Section 10 below), either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, research, products, services, developments, inventions, discoveries, ideas, concepts, software, designs, drawings, engineering, specifications, documentation, processes, techniques, models, source code, object code, diagrams, flow charts, procedures, business and marketing plans or strategies, business opportunities, financial information, pricing information, sales information, and customer information.
3. **Non-use and Non-disclosure.** Both Parties (“Disclosing Party” and the “Recipient”) agree not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the potential business relationship between the parties. Recipient agrees not to disclose any Confidential Information to any third parties or to employees of Recipient, except to those Affiliates, employees, contractors, or agents who (i) need to know such information in order to evaluate or engage in discussions concerning the proposed business relationship and (ii) have signed a non-use and non-disclosure agreement applicable to the Confidential Information in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such Affiliate, employee, contractor, or agent. Further, neither party shall disclose to any person the existence of any business negotiations or discussions in progress between the parties without the prior written approval of the other party. Both parties shall be not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information.
4. **Legally Required Disclosure**. Nothing in this Agreement shall prohibit Either Party from disclosing Confidential Information if legally required to do so by judicial or governmental order and is disclosed in response to a valid order of a court or other governmental body in India or any political subdivision thereof, but only to the extent of and for the purposes of such order; provided, however, that if either Party receives an order or request to disclose any INFORMATION by a court of competent jurisdiction or a governmental body, then the other Party agrees:
5. if not prohibited by the request or order, immediately to inform the

Disclosing Party in writing of the existence, terms, and circumstances surrounding the request or order;

1. to consult with the Disclosing Party on what steps should be taken to

avoid or restrict the disclosure of INFORMATION;

1. to give the Disclosing Party the chance to defend, limit or protect against

the disclosure;

1. if disclosure of INFORMATION is lawfully required, to supply only that portion of the INFORMATION which is legally necessary and try to obtain confidential treatment for any INFORMATION required to be disclosed; and
2. Any such required disclosure shall not, in and of itself, change the status of disclosed information as Confidential Information under the terms of this Agreement.
3. **Confidential Information.**  Both Parties agree to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Both Parties shall take at least those measures that it takes to protect its own most highly confidential information. Both Parties shall not make any copies of Confidential Information without the knowledge of the other party’s prior written approval. Both Parties shall immediately notify the Other Party of any unauthorized use or disclosure of the Confidential Information of which either party may become aware.

The project and related information under discussions shall not be disclosed or granted to any 3rd party without a written mutual agreement between Both Parties.

1. **No Obligation.** 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 business opportunity.
2. **No Warranty.** All Confidential INFORMATION is provided “AS IS”. The Disclosing Party makes no Warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
3. **Return of Materials or INFORMATION** All INFORMATION, documents and other tangible objects containing or representing Confidential Information furnished by the Disclosing Party to Recipient, and all copies thereof which are in the possession of Recipient, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed (and a certification of destruction provided to the Disclosing Party upon request) upon the earlier of: (i) the Disclosing Party's written request for return of such materials; or (ii) the termination or expiration of this Agreement; provided that Recipient shall use commercially reasonable efforts to destroy all Confidential Information in electronic format, and provided further that Recipient need not return or destroy copies retained as part of its standard document retention or IT backup policies but such copies shall remain subject to the terms of this Agreement.
4. **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to, nor shall, grant any rights to Recipient under any patent, copyright, trademark, trade secret, or other proprietary right of the Disclosing Party, nor shall this Agreement grant Recipient any rights in or to the Confidential Information of the Disclosing Party except as expressly set forth herein.
5. **Term**. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until**,** unless the TKNS terminates the Agreement with written notice to the Recipient.
6. **Survivability** The Recipient’s obligations hereunder with respect to all Confidential Information shall continue in full force and effect notwithstanding the termination or expiration of the Term.
7. **Injunctive Relief**. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to any other legal remedies that may be available.
8. **Governing Laws.** This Agreement shall be governed by the laws of the **State of** **Maharashtra, India**, without reference to conflict of laws principles.

The place of arbitration shall be **Mumbai, India**, and the exclusive language to be used for the arbitral proceedings shall be English.

In the event either party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith.

Nothing herein will prevent The Disclosing Party, prior to appointment of the arbitrator, from making application to any court of competent jurisdiction, for any provisional remedy available at law or in equity. Such application for relief shall not constitute a waiver of this agreement to arbitrate. Upon appointment, the arbitrator shall have exclusive authority to order provisional or interim relief, except that any relief ordered by the arbitrator may be immediately and specifically enforced by a court otherwise having jurisdiction.

1. **Miscellaneous.** Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Recipient shall be responsible for any actions of its Affiliates, contractors, and agents with respect to the Confidential Information and any act or omission of any such Affiliate, contractor or agent shall be deemed to be an act or omission of Recipient. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that the Recipient Party will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of the Disclosing Party's right thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in counterparts and by facsimile or electronic means, each of which shall constitute a duplicate original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

| **Telekinetics Network Systems Pvt. Ltd.**  By:  Name: Awaneesh Mishra\_\_\_\_\_\_  Title: President & Co-Founder  Date: 10th October ‘21 | **\_****INSERT ENTITY LEGAL NAME**  By: \_\_\_\_\_\_  Name:  Title: \_\_\_\_\_\_\_  Date: \_\_\_\_\_\_ |
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***[Signature Page to Mutual Non-Disclosure Agreement]***