

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is entered into on 30/03/2021 by and between:

Swastha Technovations Private Limited, a company incorporated under Register of Companies Bengaluru and having its registered office at #25, 5th Main road, Jayanagar 5th Block, Bengaluru 560 041 Karnataka India, (hereinafter referred to as the “SWASTHA” which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and Assigns) of the ONE PART .

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX , a company incorporated under the Companies Act, 1956, having its registered office at XXXXXXXXXXXXXXXXXXXX, India (herein after referred to as “XXX ” which expression shall mean and include its successors and assigns) of the OTHER PART.

(SWASTHA and the XXX shall hereinafter be referred individually as “Party” and collectively as “Parties”)

WHEREAS

- A. The SWASTHA is in the business of Manufacture, Design and Development of Kiosks, Health Stations, Sanitary Pad Dispensing stations, Hospital Kiosks and other related products.
- B. XXX is a specialist business process-outsourcing agency providing technological design and development of software and support services.

- C. Based on the mutual representations of the Parties hereto, SWASTHA and the XXX propose to enter in to discussions and negotiations for potential business opportunities related to KIOSKS and Other related products.
- D. It will be necessary for Swastha during the course of the discussions and negotiations to disclose to the Party Confidential Information as defined in the Agreement.
- E. In consideration of Swastha disclosing its confidential, proprietary and valuable information to the XXX under this Agreement, the XXX agrees to keep the “Confidential Information” of Swastha strictly confidential on the terms and conditions herein after appearing.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) “SWASTHA Confidential Information” shall mean any and all information disclosed by SWASTHA to, or otherwise acquired or observed by the XXX either directly or indirectly, in writing, orally or by inspection of tangible objects, whether designated as “Confidential,” “Proprietary” or some similar designation or not, and which should reasonably be understood as being confidential in the context of its disclosure and includes but does not limit to all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like. Notwithstanding the foregoing, whether or not designated, marked or identified as “Confidential” or “Proprietary” or some other similar designation, all non-public business and technical information, or other statistical information related to the Purpose of this Agreement disclosed by SWASTHA to XXX shall be deemed to be SWASTHA Confidential Information and XXX undertakes not to use and disclose SWASTHA

Confidential Information except to the extent necessary for Purpose and as specifically set out under this Agreement.

- 2) The XXX shall maintain the Confidential Information in confidence and use the same only with regard to the Purpose for which the same was disclosed by SWASTHA. The XXX shall use the same care and discretion to protect the Confidential Information from disclosure, dissemination or publication as it uses for its own Confidential Information of similar nature, but in no event less than reasonable care.
- 3) Confidential Information shall not include information and data which:
 - a) Was already known to the XXX as evidenced by its written records dated prior to disclosure hereunder; or
 - b) Is independently developed by the XXX having had no access to, use of or benefit from the Confidential Information of SWASTHA and the same is proved by the XXX with written records to the satisfaction of SWASTHA; or
 - c) Is required to be disclosed under an order or mandate by a court or a governmental authority, but only after promptly informing SWASTHA of the requirement.
 - d) Is publicly known or which subsequently becomes publicly known through no fault of the XXX.
- 4) The XXX agrees and acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to SWASTHA for which liquidated damages of a sum of INR 2,500,000 (Indian Rupees Twenty Five Lakhs Only) shall be a genuine pre-estimate of such damages and which shall become payable to SWASTHA immediately upon demand by SWASTHA. Such remedy shall not be deemed to be the exclusive remedy. Accordingly, XXX also agrees that, for any breach or threatened breach of this Agreement by the XXX, the SWASTHA shall, in addition to all other rights and remedies available at law

SWASTHA shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Furthermore, the XXX shall immediately reimburse the SWASTHA for all costs and expenses including attorney's fees and expense, incurred in connection with enforcing this Agreement.

- 5) The XXX represents and warrants that its employees and agents who shall be exposed to the Confidential Information of SWASTHA on a need to know basis shall be underwritten obligations of confidence and non-use with respect thereto at least as restrictive as the XXX have undertaken in this Agreement.
- 6) XXX recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by XXX in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of Disclosing Party, and XXX shall keep the same at all times in XXX's proper custody and under proper control. Nothing in this Agreement shall be deemed by implication or otherwise to convey to the XXX, any rights under any intellectual property of SWASTHA.
- 7) Immediately upon termination of negotiations or of expiry of this agreement or written request of SWASTHA, the XXX shall return to SWASTHA the data, information, processes, software, and any other documents in its possession, which contain any Confidential Information, of SWASTHA together with all copies thereof and shall erase the same from the permanent memory of its computers and other storage devices.
- 8) This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof and shall be effective when executed by SWASTHA hereto and shall extend for a period of 2 (Two) years or during the validity of any concluded Transaction between SWASTHA and the XXX, whichever is later. This agreement may be terminated by either Party by

giving the other Party no less than thirty (30) days prior written notice. Notwithstanding expiry or termination of this Agreement, the XXX's duty to protect the Confidential Information disclosed under this Agreement survives in perpetuity or till such time that such confidential information becomes publicly known and made generally available through no action or inaction of the XXX whichever is earlier.

- 9) This Agreement sets forth the full understanding of the Parties with regard to the subject matter hereof and may be amended only by a document in writing executed by a duly authorized official of each Party hereto.
- 10) The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Hyderabad.
- 11) This Agreement may not be assigned by XXX however SWASTHA shall be entitled to assign the rights under this agreement to any of its group Companies.
- 12) No Commitment: This Agreement does not in any way oblige the Parties to enter into a relationship or of any nature with the other Party save and except of the nature provided under this Agreement. Nothing herein nor any other verbal representations made by either Party shall be construed as a binding commitment between the Parties other than on the subject matter of this Agreement. No warranties of any nature whatsoever are being provided by SWASTHA herein with respect to the Confidential Information including warranties of accuracy, completeness. and in no event will SWASTHA be liable for any direct or indirect, consequential, or special damages occurred to XXX arising out of this Agreement or for any errors therein or omissions there from or the use of any Confidential Information provided hereunder during the discussion. The XXX acknowledge that SWASTHA reserves the right, in its sole

discretion, to reject any and all proposals made by the XXX with regard to discussions and to terminate such discussions and/or this Agreement as set forth under this Agreement.

- 13) All notices or other communications required to be given hereunder shall be in writing, in English Language and delivered either personally or by mail, certified, return receipt requested, postage prepaid, to the following address or as otherwise requested in writing by a party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed or three days from the date of dispatch, whichever is earlier.

For SWASTHA

Mr. Udayakumar Muttur

Swastha Technovations Private Limited

25, 5th Main JAYANAGAR 5th Block BENGALURU 560041 INDIA

For XXX

- 14.The XXX shall fully indemnify SWASTHA against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by the XXX of any of the provisions of this Agreement or by any unauthorized disclosure or use of Confidential information by a third party or by any employee of the XXX to whom Confidential information has been disclosed.

- 15.The definitive agreement, if any, shall be subject to the Due diligence on the XXX.

- 16.Nothing contained in this Agreement shall be deemed to constitute either party a Partner, joint venture or employee of the other party for any purpose.
- 17.The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 18.Entire Agreement: The provisions of this Agreement constitute the entire agreement between SWASTHA and the XXX in relation to their subject matter and, except as otherwise expressly provided, supersede any and all prior agreements, representations, statements, negotiations and undertakings between the parties relating to such matters.
- 19.Counterparts: This Agreement may be executed in two (2) counterparts, each of which, when considered together, shall constitute one (1) single Agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Non disclosure and Confidentiality Agreement by their duly authorized representatives.

For **XXX**

By:

Name:

Title:

Date:

For **Swastha Technovations**

Private Limited

By:

Name: Mr. **Udayakumar Muttur**

Title: Director

Date: