

NON-DISCLOSURE & NON-CIRCUMVENTION

This **NON-DISCLOSURE & NON-CIRCUMVENTION** is entered into on this __20th March of, 2020, Pune; by and between:

Perspicientia Consultancy Private Limited (PCPL), having its registered office at C 401, Shivam Society, Survey # 185/4B, Pimple Saudagar, Pune Maharashtra – 411027 represented through Sh. Umesh Dharamvir Ubriani the Authorized representative (hereinafter referred to as the “First Party”); which expression shall, unless repugnant to the context or meaning thereof include and be deemed to include its successor/s, administrator/s and assigns; and

Sunil Patidar s/o Mr. Shiv Prashad Patidar, an Independent consultant, residing at [19/24, Nanda Nagar Indore (MP) - 452001 here in after referred to as ‘the “Second Party”’.

Each Party is referred to as “Discloser” with respect to any Confidential Information of that Party it discloses to Recipient. Each Party is referred to as “Recipient” with respect to any Confidential Information it receives from Discloser.

WHEREAS

- A. First Party is building software product for customers e.g. B2B2C market place
- B. Second Party has agreed to provide additional features development and other requested changes from First Party
- C. During the business relationship parties may disclose confidential information including the disclosure of product details by the First Party to the Second Party.
- D. The Recipient understands and acknowledges that such information is confidential and proprietary, and any unauthorized use or disclosure will cause irreparable harm and loss to the Discloser.

NOW, THEREFORE, in consideration of the premises hereof and the promises set forth below, the Parties agree as follows:

1. Confidential Information. “Confidential Information” as used in this Agreement means all information disclosed by the Discloser to the Recipient during the course of discussions, whether by disclosure, observation or otherwise, including, but not limited to, any business, technical, software ideas, source codes, database design, implementation details, sales, marketing, financial, trade secrets, know-how, scientific data, patent applications, processes, chemical compounds, assays, formulas, biological materials, customer and supplier information, product roadmaps, concepts, ideas, methods and procedures of operations, test results and methodologies, or other information, whether in electronic, visual, audio, oral or written form, and however communicated, and all memoranda, summaries, notes, analyses, compilations, studies or other documents prepared by Recipient that contain, are based on, or reflect any such information. The confidential information shall include all potential information introduced, divulged, shared by the First Party to the Second Party

Notwithstanding the foregoing, Confidential Information does not include information that is or becomes part of the public domain other than as a result of disclosure by Recipient or its Representatives.

2. Non-Use; Protection and Disclosure of Confidential Information. Recipient shall not use Confidential Information for purposes other than evaluating, negotiating and implementing the Purpose. Recipient shall not disclose Confidential Information to any other person and shall use reasonable efforts to protect the confidentiality of such information from inadvertent or other disclosure to any other person. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the Recipient’s managers, members, owners, directors, officers, employees, agents, consultants, auditors



and advisors (collectively, the Recipient's "Representatives") who need to have access to such Confidential Information to assist its evaluation, and implementation of the Purpose. As a condition to such disclosure, Recipient shall inform its Representatives of the confidential nature of the Confidential Information and Recipient's obligations hereunder with respect thereto, and Recipient shall be responsible for any disclosure or use of the Confidential Information by any of the Recipient's Representatives in a manner not authorized by this Agreement.

3. Ownership and Return. All Confidential Information shall remain the property of the Discloser, and no ownership or other right to such Confidential Information is granted to the Recipient other than as provided in Section 2 above. Upon the request of the Discloser or the termination of this Agreement, Recipient shall return all Confidential Information provided by Discloser in tangible form, including all copies of the same, and destroy or return such Confidential Information from all materials prepared by Recipient and its Representatives that contain, are based on, or reflect any such information, in whatever medium or form stored. The Discloser may request that the return and destruction required hereunder be certified in writing by an officer of the Recipient.

4. Compelled Disclosure. If Recipient is requested or required by law or by legal or administrative process to disclose any Confidential Information, Recipient shall promptly notify the Discloser of such request or requirement so that the Discloser may seek an appropriate protective order or other relief.

5. Non-Circumvention. Notwithstanding anything contrary provided in this Agreement or any other agreement where the First Party is party, Second Party has agreed that it/he will not, directly or indirectly, circumvent, obviate or bypass the First Party (whether during the terms of this Agreement or thereafter), so as to:

- a. Prejudice the rights or interest of the First Party under this Agreement and/or services agreement entered between First Party & Second Party.

6. Remedies. Recipient acknowledges that remedies at law are inadequate to protect the Discloser against an actual or threatened breach of this Agreement by Recipient or its Representatives, breach of Section 5. Accordingly, in the event of an actual or threatened breach of this Agreement by Recipient or its Representatives, Recipient shall promptly be liable to indemnify the Disclosing Party for all the costs, damages and prejudice caused to Disclosing Party by disclosure or loss of confidentiality of any part or whole of the Confidential Information by Receiving Party. This liability of Receiving Party shall not in any manner affect the rights of Disclosing Party from claiming damages from Receiving Party and other available remedies under law and equity.

7. Assignment. This Agreement shall not be assigned by any Party to any other person or business entity, by operation of law or otherwise, without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon each of the Party's respective successors and permitted assigns.

8. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced. A waiver or consent given by a Party on any occasion is effective only in that instance and shall not be construed as a bar to, or waiver of, any other right on any other occasion.

9. Affiliate. For purposes of this Agreement, the term "Affiliate" means, with respect to a Party, any person or entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. The term "control" refers to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. For clarification purposes, a person or entity shall be deemed to control any other entity of which it owns fifty percent or more of the outstanding capital stock or membership interests.



10. **Term.** The confidentiality & provisions of Clause 7 shall be maintained for a period of 1 year from the date of the severance of all relationship between the parties.

11. **Notices.** All approvals, consents and notices required to be given or severed hereunder by either Party hereto to the other shall be deemed to be given or served if the same have been delivered to, left at, sent by air-mail, registered post, or fax, or by facsimile by either Party to the other at the addresses specified in the preamble of this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section.

12. Dispute Resolution:

a. Disputes shall be referred to and finally resolved by Arbitration by sole arbitrator to be appointed with mutual consent of the Parties. The Arbitration proceeding shall be conducted in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 as may be applicable from time to time or any other enactment replacing it.

b. The Place of Arbitration shall be at Pune and the language to be used English.


c. The Arbitration Award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

13. **Costs of Enforcement.** The prevailing Party in the trial or appeal of any civil action, arbitration, or other adversary proceeding relating to this Agreement or any related offset, defense, or counterclaim, whether in contract or tort, at law or in equity, will be entitled to the award of reasonable legal fees in addition to costs and disbursements.

14. **Governing Law and Jurisdiction; Venue.** This Agreement shall be governed by the laws of India, without regard to conflicts of law or choice of law provisions. If any suit or action is filed by any Party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be the competent courts at Pune, and each Party irrevocably consents to the jurisdiction of such courts.

IN WITNESS WHEREOF, the Parties have executed this Mutual Confidentiality Agreement as of the date first written above.

AGREED:

<p>On behalf of First Party: Name: Umesh Ubriani</p> <p>Signature: _____ Title: Director Tel : _____ Email: _____ Date: 18 March 2021</p>	<p>On Behalf of Second Party: Name: Sunil Patidar</p> <p> Signature: _____ Title: _Web Developer_____ Tel: +918269365947 Email: sunil.patidar2050@gmail.com Date : 20/03/2021</p>
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