



### Article 3

Immediately upon a request by the Disclosing Party at any time the Receiving Party will, at the Disclosing Party's discretion, turn over to the Disclosing Party, destroy or delete off Receiving Party's systems, all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and all copies or extracts thereof. The Receiving Party understands that nothing requires the Disclosing Party to proceed with any proposed transaction or relationship.

### Article 4

Except to the extent required by law, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.

### Article 5

The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Confidential Information, any breach of its obligations hereunder may allow the Receiving Party to unfairly compete with the Disclosing Party. Therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm in connection with any breach or enforcement of the Receiving Party's obligations hereunder. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorised release or other breach of which it is aware.

### Article 6

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the laws of the Netherlands. All disputes arising from or in connection with this Agreement will be brought before the competent court in Amsterdam.

This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver, modification or assignment of this Agreement will be binding upon either party unless made in writing and signed by such party, and no failure or delay in enforcing any right will be deemed a waiver.

### Article 7

The obligations of the Receiving Party to protect the Confidential Information shall terminate three (3) years after the date of each disclosure of Confidential Information.

Thus agreed and signed in twofold  
on 28/08/2015

at: BANGALORE

Name printed: VITTAL Name printed: VITTAL

Signature: [Signature] Signature: [Signature]

Company: MINDTREE Company: MINDTREE