



Breaking the Barriers

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into and is effective as of this ("**Effective Date**"), at Online.

BY AND AMONGST

Bariflo Labs Private Limited, a company incorporated under Bariflo Labs Private Limited and having its registered office at Titlagarh, Odisha (hereinafter, referred to as the "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

Mr.....
....., with residence
address..... (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant or inconsistent to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The First Party and the Second Party shall individually be referred to as "**Party**" and collectively as "**Parties**".

BACKGROUND:

1. The Parties contemplate Employee NDA ("**Purpose**").
2. As a part of the Purpose, the Parties shall be sharing Confidential Information (defined below) between one another through the term of this Agreement. The Parties desire to protect the secrecy of any Confidential Information disclosed or exchanged pursuant hereto. Accordingly, either Party disclosing such Confidential Information shall hereinafter be referred to as the "**Discloser**" and the corresponding recipient Party of such information is the "**Receiver**".
3. The Parties are hereby entering into this Agreement to confirm that in consideration of the disclosure of the Confidential Information by the Discloser to the Receiver, the Confidential Information shared by the Discloser in relation to the Purpose on and from the Effective Date be kept confidential and the Receiver agrees that it shall not divulge, publish or reproduce the same before any Person (defined below) except in accordance with the terms of this Agreement.

AGREED TERMS:

4. **DEFINITIONS** Capitalized terms used in this Agreement shall have the meaning assigned to them hereunder:

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- a. **“Affiliate”** in relation to any Person shall mean: (i) in the case of a natural Person, the Relatives of such natural Person and/or a body corporate, Controlled by such natural Person; and (ii) in case of a Person other than a natural Person, any Person, which, Controls, is Controlled by, or is under Common Control with such Person;
- b. **“Applicable Laws”** or **“Laws”** means and includes (but is not limited to) all applicable (a) statutes, enactments, acts of legislature or parliament, Laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines, circulars or policies of any applicable country and/or jurisdiction (including the jurisdiction in which the Parties are incorporated and/or carry on any business or activities); (b) writ, injunction, directions, directives, judgement, arbitral award, decree, orders, administrative interpretation, or governmental approval of, or agreements with, any governmental or stock exchanges; and (c) international treaties, conventions and protocols, as may be in force from time to time;
- c. **“Authorized Persons”** shall have the meaning assigned to them in Clause [2.1.2];
- d. **“Confidential Information”** shall include, without limitation, information pertaining to trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, employees details, any development plans, supplier information, forecasts, strategies, business plans, analysis, forecasts, predictions, projections, intellectual property, contracts, proposals, documents, mechanical and electronic design drawings, specifications, software, technical or engineering data, test procedures, schematics, writings, materials, methods, operations, procedures, know-how, financial information, financial statements and other business data. Confidential Information does not include information that: (i) is or becomes generally available to the public through no improper action or inaction by the Receiver, or (ii) was rightfully disclosed to the Receiver by a third party provided the Receiver complies with restrictions, if any, imposed on the third party, or (iii) was independently developed by the Receiver or its employees or personnel and the Authorized Persons, without reliance on the Confidential Information as evidenced by written records;
- e. **“Control”** means, with respect to any Person: (i) the ownership of more than 50% (Fifty percent) of the equity shares or other voting securities of such Person; or (ii) the possession of the power to direct the management and policies of such Person; or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, whether directly or indirectly, including through one or more other Persons; and the term **“Common Control”** and **“Controlled by”** shall be construed accordingly;
- f. **“Derivatives”** mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon or

modification thereof; or (iii) for trade secret material, any new material derived from such trade secret material, including new material that may be protected by copyright, patent and/or trade secret; and

- g. “**Person**” shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity.

5. NON DISCLOSURE OBLIGATIONS

- a. The Receiver agrees:

- i. to hold the Discloser’s Confidential Information in confidence and to take all reasonable precautions to protect such Confidential Information;
- ii. not to disclose any Confidential Information or any information derived therefrom to any third person without the prior written consent of the Discloser, other than to the Receiver’s employees, subsidiaries, associates and Affiliates who need to know Confidential Information for the Purpose (collectively, the “**Authorized Persons**”), provided that the Authorized Persons agree to be bound by the terms of this Agreement as if they were the Receiver. Furthermore, neither Party shall disclose any information to the other Party in violation of any confidentiality obligations to, or proprietary rights of, any third party.

6. COMPELLED DISCLOSURE

- a. If the Receiver is compelled by Applicable Law, to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, if the Discloser wishes to contest the disclosure. The Receiver shall use reasonable efforts to limit any such disclosure, to the extent required and to obtain confidentiality protections to the extent reasonably practicable.

7. OWNERSHIP OF CONFIDENTIAL INFORMATION AND OTHER MATERIALS

- a. As between the Discloser and the Receiver, the Discloser shall be the sole and exclusive owner of all of its Confidential Information and any Derivatives thereof, whether created by the Discloser, the Receiver or any third party, and no license or other rights to the Confidential Information or Derivatives are granted or implied hereby. All tangible materials furnished to one Party by the other Party shall remain the property of the Party furnishing such materials.

8. TERM

- a. The term of this Agreement shall commence on the Effective Date and continue in perpetuity. At any time from the Effective Date of this Agreement, such original and all copies of all or any part thereof of all tangible materials embodying Confidential Information of the Discloser disclosed to the Receiver shall be returned by the Receiver to the Discloser or destroyed permanently upon request by the Discloser in accordance with the written instructions of the Discloser.

9. REMEDY FOR BREACH

- a. Receiver acknowledges that any threatened or actual breach of this Agreement by Receiver will be extremely detrimental to the Discloser and would cause irreparable harm to the business of the Discloser which cannot adequately or fully be compensated by monetary damages and therefore that in addition to any other rights or remedies available to the Discloser under contract or at law, the Discloser shall be entitled to an immediate return of the Confidential Information and to equitable relief, including injunctive relief and/or specific performance of any of the provisions of this Agreement from a court of competent jurisdiction.
- b. Receiver shall, under all circumstances, continue to be liable as a principal party and undertakes to fully indemnify the Discloser and/or its Affiliates from and against any and all liability, actions, claims, losses, damages, judgments, costs and expenses, including attorney's fees, suffered or incurred by the Discloser and/or its Affiliates resulting from breach of this Agreement by Receiver and its Representatives.

10. GOVERNING LAW AND DISPUTE RESOLUTION

a. Governing Law

- i. This Agreement shall be governed by and construed in accordance with the Laws of Company act 2015 without reference to its conflict of laws principles. Subject to Clause [7.2] (Dispute Resolution) below, the courts in Titlagarh, Odisha shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

b. Dispute Resolution

- i. If any dispute or difference arises between any of the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by any Party hereto has been legitimate, the Parties hereto shall be resolved by binding arbitration, by a single arbitrator, as mutually appointed by the disputing parties, in accordance with the Laws of Company act 2015. The venue for arbitration shall be Titlagarh, Odisha, and the language of the arbitration shall be English.
- ii. The award rendered by the arbitrator shall be final, conclusive and binding on all Parties to this Agreement, whether or not such Parties have taken part in the arbitration.
- iii. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement.
- iv. Subject to the award of the arbitrator, neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. Subject to any award of the arbitrator, the pendency of a dispute in any arbitration proceeding shall not affect the performance of the obligations under this Agreement.

11. Miscellaneous provisions

a. Entire Agreement

- i. This Agreement represents the entire agreement between the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish any previous drafts, agreements or understandings between all or any of the Parties whether oral or in written, relating to the subject matter herein, and shall include all schedules and amendments executed by the Parties mutually in writing.

b. Amendment

- i. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by such Parties.

c. Severability

- i. The Parties hereby agree and acknowledge that the provisions of this Agreement are subject to Applicable Laws. Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part.

d. Counterparts

- i. This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile or electronic mail, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute 1 (one) document.

e. Survival

- i. Those clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

f. Notice

- i. Any notice or other communication to be given by one Party to the other pursuant to the Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or email and shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of email, provided that the sender has received a receipt indicating proper transmission) and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 5 (Five) days after being dispatched in the post, postage prepaid, by registered mail to such Party at its address specified herein or at such other address as such Party may hereafter specify for such purpose. The addresses, email address and contact numbers of the Parties for the purpose of notices are as follows: If to the First Party:

- ii. Address: [•]

- iii. Email: 751/1180/1312, SATIGHAT, P.S TITLAGARH, BOLANGIR Bolangir OR 767033 IN



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iv. Contact No.: 7328021033

v. If to the Second Party:

vi. Attn:

vii. Email:

viii. Contact No.:

g. Stamp Duty

- i. The First Party and Second Party shall equally bear the stamp duty as applicable in terms of Applicable Law in relation to the execution, delivery and performance of this Agreement.

h. Assignment

- i. The Parties shall not assign (whether directly or indirectly) or otherwise transfer any of its/their rights or obligations under this Agreement, unless expressly provided for.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written:

Signed by and on behalf of First Party

[]

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written:

Signed by

[Second Party]

Name: