

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is effective as of this **18th day of October, 2021** (the "Effective Date") by and between **ChainLogix India Private Limited**, (hereinafter referred to collectively along with its affiliates as "Disclosing Party"), **Yavat Solutions Private Limited**, located Plot No.10, Hi-Rise Homes, Phase-I, Nizampet Village, hereinafter referred to as "Receiving Party") and sets forth the terms and conditions pursuant to which Disclosing Party and or its affiliates will disclose certain Confidential Information (as defined below) to Receiving Party and Receiving Party's use thereof.

1. *Background and Purpose.* Receiving Party and Disclosing Party desire to engage in a business relationship whereby Disclosing Party will share Confidential Information to Receiving Party in order for Receiving Party to perform certain services in accordance with a certain agreement titled **Technology Consultant** services (the "Business Relationship") for Receiving and, in connection with this Business Relationship, Disclosing Party has disclosed and may disclose to Receiving Party certain confidential technical and business information that Disclosing Party desires Receiving Party to treat as confidential.

2. *Confidential Information.* For purposes of this Agreement, "Confidential Information" shall mean any Disclosing Party proprietary information, technical data, trade secrets or know-how, including any ideas, concepts, formats, systems, business plans, business models, prospective investors, research, patents, patent applications, provisional patent applications, patent strategy, trade secrets, trade secret strategy, product plans, products, services, customers, customer lists, markets, marketing plans, equipment, inventory, finances (including, but not limited to, accounts receivable and accounts payable data) or other business information disclosed to Receiving Party by Disclosing Party, either directly or indirectly: (i) in a writing marked "Confidential;" or (ii) orally or by inspection of equipment or facilities, if, at the time of such disclosure, it is indicated to be confidential. Confidential Information shall include any information about Disclosing Party disclosed to Receiving Party by representatives of Disclosing Party on or before the date hereof that would have been subject to the terms and conditions of this Agreement if disclosed by Disclosing Party to Receiving Party pursuant hereto. Confidential Information shall also include any and all such information of an affiliate or other third party that may be disclosed or furnished to Receiving Party or accessed by Receiving Party. Confidential Information shall not, however, include any information that Receiving Party can establish: (i) was already in the possession of Receiving Party at the time of disclosure by Disclosing Party, as established by relevant documentary evidence; (ii) which is or later becomes, through no action or inaction on the part of Receiving Party, (and not through breach of any Non-Disclosure and Confidentiality Agreement) generally available to the public; or (iii) which corresponds in substance to that furnished to Receiving Party by any third party having no obligation of confidentiality, direct or indirect, to Disclosing Party; *provided* however that Receiving Party will notify Disclosing Party immediately of any third party possession of confidential information that Receiving Party is or becomes aware of. Nothing in this Agreement shall be deemed to prohibit Receiving Party from disclosing any Confidential Information that is: (i) required by law or (ii) pursuant to the written consent of Disclosing Party; *provided, however*, that in the event of such requirement, prior to disclosing any Confidential Information, Receiving Party will notify Disclosing Party of the scope and source of such legal requirement and shall give Disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of the information disclosed.

3. *Non-Use and Non-Disclosure.* Receiving Party agrees not to use any Confidential Information for any purpose except to engage in discussions regarding the Business Relationship. Receiving Party agrees not to disclose any Confidential Information to third parties, except to those agents, consultants or advisors who are required to have the information in order to assist Receiving Party in evaluating or engaging in discussions concerning the contemplated Business Relationship. Receiving Party shall, prior to disclosing any Confidential Information to any agents, consultants or advisors, inform them that they will be bound by the terms and conditions of this Agreement and that Receiving Party shall be responsible for any breach by them of the terms and conditions of this Agreement.

4. *Protection of Confidential Information.* Receiving Party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information which shall, at a minimum, include those measures that Receiving Party takes to protect its own confidential information, and shall not disclose any Confidential Information to any third party or allow any third party access to any Confidential Information other than as provided in Section 3 hereof. Receiving Party shall immediately notify Disclosing Party in the event that Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information. Upon completion of Receiving Party and Disclosing Party's assessment of the Business Relationship (and in the absence of a further written agreement of the parties) Receiving Party shall cease all use and make no further use of the information received from Disclosing Party.

5. *Title.* All right, title and interest in and to all information disclosed or discussed by the parties under this Agreement, whether developed solely or jointly, shall remain vested in Disclosing Party. Nothing in this Agreement is to be construed as granting a license to Receiving Party to utilize the Confidential Information received from Disclosing Party, except as expressly provided in this Agreement, under any patent, patent application, provisional patent application, copyright, trademark, trade name, trade secret or any other proprietary right owned by Disclosing Party, unless a separate agreement for such rights is executed by Receiving Party and Disclosing Party.

6. *Term.* This Agreement shall commence on the Effective Date and shall remain in effect for five years, unless terminated earlier by either party. Upon the termination or expiration of this Agreement, the terms and conditions of Sections 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 shall survive for a period of five years; *provided, however*, that Sections 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 of this Agreement shall apply to any Confidential Information which constitutes a trade secret of Disclosing Party for as long as such Confidential Information remains a trade secret of Disclosing Party.

7. *No Obligation.* Nothing herein shall obligate Disclosing Party or Receiving Party to establish any business relationship between them, and each party reserves the right, in its sole discretion, to terminate at any time the discussions contemplated by this Agreement concerning the Business Relationship.

8. *Waiver of Warranties.* DISCLOSING PARTY SUPPLIES AND RECEIVING PARTY AGREES THAT ALL INFORMATION AND MATERIALS ARE WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RESPECTING THE EFFICIENCY, PERFORMANCE, WORKMANSHIP, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. *Return of Materials.* All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party (or any third party to whom Receiving Party transferred such Confidential Information) shall be and remain the property of Disclosing Party and shall be promptly: (i) returned to Disclosing Party upon Disclosing Party's written request; (ii) destroyed by Receiving Party (as evidenced by a writing by Receiving Party to Disclosing Party); or (iii) in the case of documentation, delivered to Receiving Party's legal counsel for safekeeping (as evidenced by a writing by Receiving Party to Disclosing Party). Any such Confidential Information returned to Disclosing Party under clause (i) of the preceding sentence shall be retained by Disclosing Party until all provisions of this Agreement have been terminated; *provided, however*, that such returned Confidential Information shall be made available to Receiving Party upon request, at any time and from time to time, for the sole purpose of verifying compliance with the terms and conditions of this Agreement.

10. *Remedies; Cooperation.* Receiving Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Disclosing Party, which may entitle Disclosing Party to seek injunctive relief in addition to all legal remedies. Receiving Party agrees to the nonexclusive

jurisdiction in India and will cooperate fully with Disclosing Party in connection with any action, suit or proceeding to enforce this Agreement against any agent, consultant or advisor of Receiving Party to whom Confidential Information is disclosed pursuant to this Agreement.

11. *Miscellaneous.* Each party hereto represents that it has the full right, power and authority to enter into this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Florida without regard to principles of conflicts of law. All discussions, interactions and communications between the parties on or after the date of this Agreement with respect to the subject matter contained herein will be governed by the terms and conditions of this Agreement, and shall bind the parties and their representatives in their official and individual capacities. This Agreement may only be amended with a writing signed by authorized representatives of both parties hereto that specifically and expressly refers to this Agreement. Receiving Party may not assign or otherwise transfer its rights and obligations hereunder without the prior written approval of Disclosing Party. Except as required by law or as expressly provided for in this Agreement, the parties shall not disclose to any third party the existence or terms of this Agreement, without the prior written consent of the other party; except to accountants, advisors and potential investors under reasonable terms of confidentiality. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision thereof. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without regard to said provision. In the event of any inconsistency between this Agreement and any statement contained in or transmitted with any Confidential Information, this Agreement shall control. The captions of the several sections of this Agreement are not a part of this Agreement, but are included for convenience of reference only and shall not affect its meaning or interpretation. This Agreement may be executed in counterparts (including by facsimile), each of which shall be deemed to be an original and both together shall be deemed to be one and the same agreement.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above:

"Receiving Party"

For YAVAT SOLUTIONS PRIVATE LIMITED

By: U. V. Teja Su

Name: Teja Ummaneni

Title: Operations Manager

"Disclosing Party"

For ChainLogix India Private Limited

By: _____

Name: B N Suhas

Title: Senior Manager – Business Operations