

This Non-Disclosure Agreement (referred to as the "Agreement") is entered into on day of 5th June 2018 by and between, Akram Elsayed Ibrahim Hamad established at Kuwait, Al Farwanyiah , Farwaniyah Block 3, 108 Street Bldg. 26, Apt. 30 postal Code: 80000 (referred to as the "Client" or "Disclosing Party"), and CMExpertise Infotech Pvt. Ltd. Established at D-304, Ganesh Meridian, Sarkhej - Gandhinagar Highway, Sola, Ahmedabad, Gujarat 380059 (referred to as the "CMExpertise Infotech Pvt. Ltd." or "Receiving Party").

The Parties hereto desire to work with each other for the Web Design or Web Development or Digital Marketing, whereas CMExpertise Infotech will be providing aforesaid services to the Client. This engagement between parties will be referred as "Project" in this agreement.

During this Project, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- a) Any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- b) Plans for products or services, and customer or supplier lists;
- c) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- d) Any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- e) Any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- a) Was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- b) Becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
- c) Is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
- d) Is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- e) Is or has been independently received or developed the Receiving Party from a third party, with no restrictions on disclosure.
- f) Disclosing party cannot contact employees/x-employees without prior written introduction or permission from management team. No direct business should be allowed between any employees/x-employees.

2. Successors and Assigns

Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

3. Non-disclosure Obligations

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

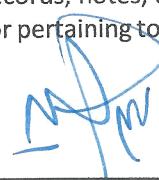
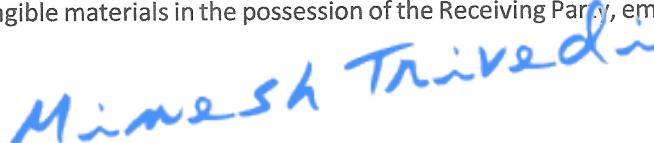
- a) To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- b) Not to use any of the Confidential Information except for the Business Purposes.
- c) Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- d) Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
- e) To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- f) To advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- g) To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- h) To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- i) To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

4. Compelled Disclosure

Not with standing anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand. In such case neither Party shall be liable in damages for any disclosures pursuant to such legal action.

5. Return of Confidential Information

The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.



6. No Right to Confidential Information

The Receiving Party hereby agrees and acknowledges that no license, either expressly or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.

The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

7. No Warranty

The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

8. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement.

9. Term and Termination

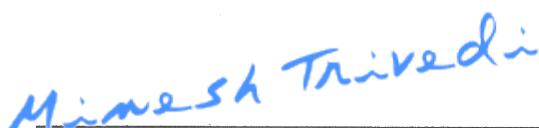
This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier.

10. Breach of the Agreement

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

11. Communication

The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic mail.



Minesh Trivedi



12. Remedies

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

13. No Solicitation of Employees

The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

14. Miscellaneous

- a) This Agreement shall be governed by and construed in accordance with the laws of Government of India.
- b) The parties hereto will submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Ahmedabad, Gujarat, India.
- c) This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).



Minesh Trivedi



[Signature]

Non-Disclosure Agreement



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(1) Disclosing Party:

Name: Akram Elsayed Ibrahim Hamad

Nationality: Egyptian

Contact: akrumh@gmail.com

Mobile: +965-99354420

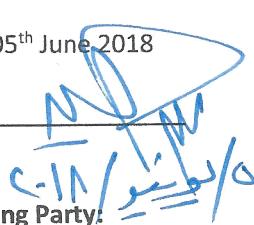
Passport No: A07613870

Designation: Founder

Company Name: Worx

Date: 05th June 2018

Sign: _____

A handwritten signature in blue ink, appearing to read "Akram Elsayed Ibrahim Hamad".

(2) Receiving Party:

Name: Mr. Minesh Trivedi

Mobile: +919825142591

Designation: Managing Director

Company Name: CMExpertise Infotech PVT. LTD.

Date: 05th June 2018

Sign: _____

A handwritten signature in blue ink, appearing to read "Minesh Trivedi".