

MUTUAL NON-DISCLOSURE NON- CIRCUMVENTION AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") governs the disclosure of information by and having its principal place of business and other party signing this document electronically below.

1. **Confidentiality.** The parties agree that information that is not generally known to the public that is disclosed under this Agreement is "**Confidential Information**". Confidential Information belongs to the party disclosing such information (the "**Disclosing Party**") and includes, without limitation: (a) business, technical or financial information relating to business models, proprietary technologies, contracts, leases, operations, any and all properties, performing & non-performing notes, cmo's, patents, trademarks, trade secrets, designs, strategic initiatives, business plans, accounting, merchandising, intellectual property, marketing and distribution plans, planning data, marketing strategies, price lists, market studies, employee lists, supplier lists, customer and prospect lists, and supplier and other customer information and data that the Disclosing Party or its representatives discloses sales, and/or marketing; and (b) information about the parties' respective employees.
2. **Treatment and Use of Confidential Information.** Each party shall at all times: (a) hold in strict confidence and not disclose to any third party the Confidential Information it receives under this Agreement, except as approved in writing by the Disclosing Party; (b) use the Confidential Information it receives under this Agreement for no purpose other than to evaluate or pursue a potential business relationship with the Disclosing Party; (c) ensure that the Confidential Information it receives under this Agreement is accessible only to those of its employees or authorized representatives who have a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein; and (d) refrain from reproducing the Confidential Information it receives under this Agreement in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information disclosed under this Agreement shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party. Failure to include such notices or legends will not alter or waive the status of the information as Confidential Information.
3. **Exceptions.** Confidential Information does not include information that: (a) has entered the public domain through no fault of or breach by the party receiving such information (the "**Receiving Party**"); (b) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party; (c) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (d) was developed by the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; (e) the Receiving Party must lawfully disclose in response to a valid order, statute, rule, or regulation of a governmental entity; or (f) the Receiving Party must disclose to establish the rights of either party under this Agreement.
4. **Third Party Information.** Each party agrees that it will not use for the benefit of the other party, or disclose to the other party, confidential, proprietary, or trade secret information that belongs to others, unless the Disclosing Party advises the Receiving Party that the information belongs to a third party and both the receiving party and the owners of the information consent to the disclosure and use.
5. **Non-Circumvention.** Each party hereto agrees not to circumvent, avoid or bypass the other, or to contact either directly or indirectly, transact business with, or otherwise enter into any agreement with any corporations, partnerships, proprietorships, trusts, individuals or other entities introduced by a party to any other party to this Agreement without the express written consent of the introducing party. Indirect contact through other businesses or individuals associated with either party is hereby expressly forbidden.
6. **Return of Materials.** Upon termination or expiration of this Agreement, or upon the written request of the other party, each party shall promptly return to the other all documents and other tangible materials reflecting the other's Confidential Information, as well as all copies thereof. Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the other party's Confidential Information.
7. **No License.** Nothing contained in this Agreement shall be construed as granting any proprietary rights, by license or otherwise, to any Confidential Information of the other party, or to any invention, patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.
8. **No Warranties.** All Confidential Information is provided "as is". Neither party makes any warranties, express, implied, or otherwise, regarding the accuracy, completeness, or utility of such Confidential Information.
9. **No Other Obligations.** Nothing in this Agreement shall obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any third party. Except wherein, either Party introduces the other Party to a third party in relation to a business transaction or otherwise, the Parties agree that they shall mutually discuss on further agreement to work jointly on such possible transaction. Where such mutual agreement is not arrived at between the Parties, the Party who has been introduced to the third party by the other Party

shall refrain from entering into any further agreement or negotiation on such possible transaction.

10. **Term and Termination.** This Agreement shall terminate (5) years after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Receiving Party's obligations under this Agreement shall survive termination of this Agreement and shall be binding upon the Receiving Party's heirs, successors, and assigns.
11. **Violation of Agreement, Costs and Attorney Fees, Governing Law.** Both parties understands that if either party breaches this Agreement, it will cause the other party irreparable harm. If either party breaches or threatens to breach this Agreement, the other party will be entitled to injunctive or other equitable relief as well as monetary damages. If either party breaches this Agreement, it will hold in trust for the benefit of the other party all income it receives as a result of the violation. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Both parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of New Delhi India, for any actions, suits or proceedings arising out of or relating to this Agreement (and the parties agree not to commence any action, suit or proceeding relating thereto, except in such courts), and further agree that service of any process, summons, notice or document by Registered AD to the other party's address set forth next to their signature hereto shall be effective service of process for any action, suit or proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement, in the courts of New Delhi, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
12. The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach. This Agreement is binding on the parties, and their respective heirs, executors, personal representatives, successors and assigns, and benefits their respective successors and assigns.
13. This Agreement is the final and complete expression of the parties' agreement on these subjects, and may be amended only in writing.
14. This Agreement may be executed and delivered by DocuSign or .pdf signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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