

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered by and between “**UNITED PATENT SOLUTIONS PRIVATE LIMITED**” a private company organized under the laws of “**The Republic of India**”, principal place of business at “**Gurugram, Haryana, India**” (hereinafter the “Disclosing Party” (as mentioned below)); and (hereinafter the “Receiving Party” (as mentioned below)).

It is hereby declared that until explicitly mentioned in the said agreement, the term “Disclosing Party” means, the party or client in business as mentioned in the said agreement, with “**UNITED PATENT SOLUTIONS PVT. LTD.**” and “Receiving Party” means, “**UNITED PATENT SOLUTIONS PVT. LTD.**” itself, respectively. The said mentioned terms would not be used interchangeably under any circumstances until explicitly mentioned in the said agreement.

HEREBY, the “Disclosing Party” has developed or possesses certain confidential and/or proprietary information, know-how and technology (the “Confidential Information”) as further defined herein;

HEREBY, the “Receiving Party” had, has or wishes to have access to the Confidential Information solely for the purpose of:

- i) Providing services to the “Disclosing Party” and/or,
- ii) Enhancing the “Disclosing Party’s” technology or products and/or,
- iii) Furthering the “Disclosing Party’s” business and/or,
- iv) Pursuing a business relationship with the “Disclosing Party” said access eventually including by means of work or services performed at the facilities and/or with equipment of the “Disclosing Party”; and

HEREBY, the “Receiving Party” hereby undertakes the obligations set forth herein.

NOW THEREFORE, in consideration of the undertakings and promises herein, the parties hereto agree as follows:

1. **Confidential Information**-The term “Confidential Information” means any and all confidential and/or proprietary information, in whatever form (written, verbal, or visual), including but not limited to any and all trade secrets, inventions, discoveries, models, materials, samples, product specifications and prototypes, technology, experiments, formulations, computer programs, and any and all records, data, methods, techniques, processes, projections, plans, business information (including the business relationship between the parties) records, memoranda, chemical analyses, physical analyses, notes

and any other data or information, as well as improvements and knowhow related thereto, relating to the **Confidential Information**.

Confidential Information includes any and all information that has been or may be disclosed by or on behalf of the “Disclosing Party” to the “Receiving Party” irrespective of form, but excluding information or matter that:

(a) was already known to the “Receiving Party” at the time of its disclosure as demonstrated by the “Receiving Party’s” written records acceptable to the “Disclosing Party”;

(b) shall have appeared in any printed publication or patent or shall have become public knowledge, except as a result of breach of this Agreement by the “Receiving Party”, its affiliate(s) or their successors;

(c) shall have been lawfully received by the “Receiving Party” from another person or entity having no obligation to the Disclosing Party”, its affiliate(s) or their successors; or

(d) was independently developed by the “Receiving Party” without reference to or reliance upon the Confidential Information received from the “Disclosing Party” as evidenced by contemporaneously written records acceptable to the “Disclosing Party”.

2. **Confidentiality and Non-Use Undertakings**- The “Receiving Party” agrees to treat all **Confidential Information** in strictest confidence, to take all reasonable steps to maintain the secrecy and restrict the access to the **Confidential Information** and not to directly or indirectly in any way exploit, use, analyze, reverse-engineer or reproduce, the said **Confidential Information** for any purpose whatsoever, without the express written consent of “Disclosing Party”, except and only for the Permitted Purpose hereunder.

The “Receiving Party” agrees not to disclose **Confidential Information** to any party, except to authorized employees or other agents of the “Receiving Party” who need to have access to the **Confidential Information** for the purpose of carrying out their duties in connection with the Permitted Purpose.

The “Receiving Party” shall be fully responsible for enforcing this Agreement upon its employees and shall take appropriate measures with any other agents acting on its behalf to ensure that such persons are bound by a like covenant of secrecy.

1. **Authorized Disclosure**- Notwithstanding anything to the contrary contained in this Agreement, **Confidential Information** may be disclosed by the “Receiving Party” only to the extent required by applicable law, legal process or stock exchange rule, provided the “Receiving Party” notifies the “Disclosing Party” prior to such disclosure so as to afford

the “Disclosing Party” a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

2. **Return of Confidential Information**- All forms of **Confidential Information**, including materials and samples, delivered by the “Disclosing Party” to the “Receiving Party”, including all copies thereof, as well as all related reports, analyses, compilations, studies, or other documents created or prepared by the “Receiving Party” or those acting on its behalf, shall be transferred to the “Disclosing Party” immediately upon request and the “Receiving Party” shall retain no copies thereof.

Notwithstanding the foregoing, the “Receiving Party” may retain only one (1) copy of the **Confidential Information** which is in written form in its legal archives, for the sole purpose of establishing the scope of its continuing confidentiality obligations hereunder.

1. **Representation**- The “Disclosing Party” warrants that it has the right to disclose the **Confidential Information** to the “Receiving Party”. Other than such express warranty, all **Confidential Information** is provided “as is” and without any warranty, express or implied, regarding its accuracy, performance or otherwise.
2. **Ownership of Intellectual Property Rights**- All **Confidential Information** shall remain the property of the “Disclosing Party”, and no license or other right in or to the **Confidential Information** is granted hereby.

The “Receiving Party” agrees not to file any application to register or protect any intellectual property right which is related to, or contain any **Confidential Information** of the “Disclosing Party” or its Affiliates, in particular the “Receiving Party” agrees not to file any patent or design applications, whether provisional or non-provisional, relating to or containing said **Confidential Information**.

The “Receiving Party” agrees and declares that all information, patents and other rights of the “Disclosing Party” in connection therewith shall be the sole property of the “Disclosing Party” and its assigns and that all proprietary information, including but not limited to inventions, trade secrets and know-how, patents and other rights in connection therewith, developed by or with the contribution of the “Receiving Party” during its engagement or association with the “Disclosing Party” shall be the sole property of the “Disclosing Party”.

The “Receiving Party” shall execute all documents necessary to assign and transfer any and all such patents and other rights to the “Disclosing Party” and this undertaking shall survive termination of this Agreement. In the event that “Disclosing Party” is unable, for any reason, after reasonable effort, to secure the signature of the “Receiving Party” on any document needed in connection with the aforementioned actions, the “Receiving Party” hereby irrevocably designates and appoints the “Disclosing Party” and its authorized officers and agents as its agent and attorney in fact, coupled with an interest to act for and on his behalf and in his stead to execute and file any documents necessary to assign, transfer, register, prosecute or enforce any and all such patents and other rights, and to do all other lawfully permitted acts to further such

assignment, transfer, registration, prosecution or enforcement, with the same legal force and effect as if executed by the “Receiving Party” itself.

The “Receiving Party” represents and warrants that it has no obligations to any other person, company or entity that would create a conflict regarding the aforementioned exclusive assignment and transfer of rights to the “Disclosing Party”, and that no obligations to any third party prohibit the “Receiving Party’s” engagement by, or association with, the “Disclosing Party.

1. **Full Agreement and Amendment-** This Agreement constitutes the full agreement between the parties with respect to the subject matter herein and supersedes any and all prior agreements and understandings relating thereto. No modification of or addition to any provision of this Agreement shall be binding unless in writing and executed by or on behalf of both parties.
2. **Independent Status of the Parties-** This Agreement does not create any form of continuing business relationship and does not constitute a partnership, joint venture or agency between the parties, other than as may be set forth in a separate written agreement between the parties.
3. **Access and/or Services to Disclosing Party-** “Receiving Party” represents and warrants to the “Disclosing Party”, and acknowledges that the “Disclosing Party” is entering this Agreement in reliance upon the “Receiving Party” representations, that:
 - In the event that the “Receiving Party” is a company performing works or providing services to the “Disclosing Party”, the “Receiving Party” declares that its employees being involved in the performance of the works or provision of the services are each under a valid employment or other agreement with the “Receiving Party”, under which the “Receiving Party” is responsible for paying the salary and any other kind of compensations and remuneration, social benefits and other rights its employees are entitled to under any mandatory and applicable laws, rules and regulations, and that such payments at least reaching the minimum extent required by all labor and tax laws and any other law applying to the “Receiving Party’s” employees.
 - In the event that the “Receiving Party” is an individual performing works or providing services to the “Disclosing Party”, the “Receiving Party” declares to be either under a valid employment or other agreement with his/her employer, under which the employer is obligated to pay the “Receiving Party’s” salary and any other kind of compensations and remuneration, social benefits and other rights it is entitled to under any mandatory and applicable laws, rules and regulations; or to be an independent contractor individually disbursing for the afore-mentioned payments. The “Receiving Party” declares that he/she shall not be entitled to any payment or benefit from the “Disclosing Party”, other than that directly relating to the works or services that should be set in a separate agreement, and shall indemnify and hold the “Disclosing Party” harmless of any such demand, claim or liability.
 - Nothing in this Agreement, including without limitation, if applicable,
(a) the performance of any work or service at the “Disclosing Party” facilities;

(b) the use of the “Disclosing Party” equipment, including eventually the receipt of access tags and computer services;

(c) the use or enjoyment of any facilities, services, entertainment, meals and social activities and any other benefits afforded to the comfort of the “Disclosing Party” employees in general or in the “Disclosing Party’s” facility, shall directly or indirectly or by implication be construed or deemed to constitute a representation or admission that the “Receiving Party” or any of the “Receiving Party’s” employees are or should be regarded as an employee of the “Disclosing Party”.

- The “Receiving Party” and any of the “Receiving Party’s” employees will perform any instructions, directions and the general rules, policies and other regulations imposed by the “Disclosing Party” at its facilities.
 - The “Receiving Party” acknowledges that he/she and/or its employees may receive access to the Disclosing Party facilities and equipment only in order to perform the Permitted Purpose and that the “Disclosing Party” may, at its sole discretion, deny from the “Receiving Party”, at any time and without any prior notice, the said access to any of its facilities and equipment.
1. **No Publication**- Neither party shall have the authority to make any statement, representation or commitment of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other party. “Receiving Party” may not issue any press release or other publication with respect of the services and/or works provided to the “Disclosing Party”, without the “Disclosing Party” prior written consent.
 2. **Successors and Assigns**- The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their respective affiliates, heirs, successors, assigns and legal representatives.
 3. **Severability**- If any one or more of the terms contained in this Agreement shall for any reason be held to be excessively broad with regard to time, geographic scope or activity, that term shall be construed in a manner that enables it to be enforced to the extent consistent with applicable law. A determination that any term is void or unenforceable shall not affect the validity or enforceability of any other term or condition.
 4. **Consequences of Breach**-The “Receiving Party” agrees that any breach of this Agreement will cause irreparable harm to the “Disclosing Party”, and that any breach or threatened breach of this Agreement by the “Receiving Party” will entitle the “Disclosing Party” to injunctive relief, in addition to any other legal remedies available to it at law or equity, in any court of competent jurisdiction.
 5. **Governing Law and Jurisdiction**- This Agreement shall be governed by, and construed in accordance with, the laws of (The Republic of India). The courts of (Haryana, India) shall have exclusive jurisdiction with respect of any dispute arising in connection with this Agreement and both parties hereto hereby submit to the jurisdiction of such courts.

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

FROM (RECEIVER'S PARTY)	BY (DISCLOSING PARTY)
UNITED PATENT SOLUTIONS PVT. LTD.	FIRM'S NAME:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Director
Mr. Sahil Thaploo

Receiver's Party's
Signature