

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Effective Date: 25<sup>th</sup> Jul, 2016

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made between **OnGraph Technologies Private Limited** (“Recipient”), and **CLIENT** (“Company”), on behalf of itself and its affiliates/assignees, with offices at CLIENT ADDRESS .

**WHEREAS**, Company in the course of its dealings with Recipient, may furnish to Recipient “Confidential Information” as defined in Section 1 in order for Recipient to perform work on Company’s behalf (the “Authorized Purpose”);

**WHEREAS**, Company does not wish to (i) convey any right, title, or interest in such Confidential Information; (ii) make such Confidential Information public or common knowledge; (iii) disclose such Confidential Information to any third party; or (iv) permit any use of such Confidential Information except to facilitate the Authorized Purpose; and

**NOW, THEREFORE**, in consideration of the Authorized Purpose and disclosure of Confidential Information, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION.** For purposes of this Agreement, the term “Confidential Information” shall mean the following:

All information disclosed on, before, or after the Effective Date which includes, but is not limited to, any business plan, concept, idea, know-how, process, technique, program, design, formula, algorithm or work-in-progress, any engineering, manufacturing, marketing, technical, financial, data, or sales information, pricing or business information, or any information regarding suppliers, customers, employees, investors, or business operations, and any other information or materials, whether written, or graphic, or any other form or that is disclosed orally, or electronically, whether tangible or intangible and in whatever form or medium provided, or otherwise which is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.

Without limiting the generality of the foregoing, Confidential Information shall also include Company’s (i) software and other related materials; (ii) representation methods of modeled data. Confidential Information shall not include any information included under Section 6.

2. **NONUSE AND NONDISCLOSURE.** Recipient agrees that he will not at any time disclose, give or transmit (in any manner or form or for any purpose) the Confidential Information to any person, party, firm or corporation. Recipient agrees that it will not use such Confidential Information for its own benefit or the benefit of any third party, or for any purpose other than the Authorized Purpose.

Recipient shall take all reasonable measures to preserve the confidentiality and avoid the disclosure of Confidential Information. Such reasonable measures shall be no less than those procedures and controls Recipient employs to protect his own confidential information of like importance.

Recipient agrees to immediately notify Company of any unauthorized use or disclosure of, or access to, the Confidential Information and shall take all steps reasonably requested by Company to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access. Such notice shall include a detailed description of the circumstances of the disclosure and the parties involved.

3. **REVERSE ENGINEERING.** In no event shall Recipient (i) convert Company’s proprietary software from a machine-readable form into a human-readable form; (ii) disassemble or decompile the software by using special software to translate machine-dependent object code back into an approximation of the original human-readable machine-independent source code; (iii) examine the machine-readable object code that controls the program’s operation and by studying the software’s behavior in response to a variety of inputs create an approximation of the original source code; or (iv) perform any other activity related to the software that could be construed to be reverse engineering. To the extent any such activity may be permitted, the results thereof shall be deemed Confidential Information subject to the requirements of this Agreement.

4. **NONCONVEYANCE.** Confidential Information shall at all times remain the property of Company. Nothing in this Agreement shall be construed as conveying to Recipient: (i) any right, title or interests in or to Company’s Confidential Information or any intellectual property rights associated therewith or (ii) any license to use, sell, exploit, copy or further develop any such Confidential Information.

5. **RETURN OF CONFIDENTIAL INFORMATION.** Upon request of Company, upon termination of this Agreement, or upon termination of the Authorized Purpose (whichever occurs sooner), Recipient shall promptly destroy or deliver to Company all documents, notes, or other physical embodiments of, reflecting, or derived from the Confidential Information (including any copies thereof) that are in Recipient’s possession or control.

Upon Company’s request, Recipient shall provide Company with written certification of the completeness of the destruction or delivery of the Confidential Information.

6. **EXCLUDED INFORMATION.** Recipient agrees that its covenant not to disclose or use the Confidential Information shall not apply to any information that:

- a. is, or at any time becomes a part of the public domain through no act or omission of Recipient;
- b. is rightfully obtained by Recipient from a third party without any obligation of confidentiality; or
- c. is already known by Recipient without any obligation of confidentiality prior to obtaining the Confidential Information from Company.

7. **COURT ORDERED DISCLOSURE.** Recipient shall not be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government; provided that notice is promptly given to Company so that a protective order may be sought and other efforts employed to minimize the required disclosure. Recipient shall cooperate with Company in seeking the protective order and engaging in such other efforts.

8. **OWNERSHIP.** Recipient agrees that all works created for Company (the “Deliverables”) are works made for hire and shall belong exclusively to Company and no rights thereto shall accrue in any manner to the Recipient. In addition, Company shall be the sole owner of all patents, copyrights, trade secrets and other intellectual property rights related to the Deliverables.

- a. In the event any Deliverable is determined not to be a work made for hire, and/or if Recipient acquires property rights to any tangible or intangible property related to the Deliverables, Recipient shall assign all of its rights in such item to Company.
  - b. Recipient agrees to execute all documents required by Company to apply for, register, perfect, obtain or enforce any ownership and intellectual property rights pertaining to a given Deliverable.
  - c. All systems, programs and specifications, and other materials owned or licensed by Recipient prior to execution of this Agreement shall continue to belong to Recipient. However, Recipient irrevocably assigns to Company exclusive rights to any and all derivative works created by Recipient in conjunction with the Deliverables. Recipient grants Company a non-exclusive, transferable, perpetual, worldwide right to use all systems, programs and specifications, and other materials supplied by Recipient.
9. **Company's FACILITIES.** To the extent that Recipient has access to or uses the facilities or computer resources of Company or Company's customer, Recipient agrees to comply at all times with the applicable rules and regulations regarding safety, security, use, and conduct.
10. **NON-SOLICITATION AND NON-COMPETE.** During the term of this Agreement and for a period of six (6) months thereafter, Recipient agrees not to solicit or to offer employment to any current or former Company employees, or employees of Company's customers, without the prior written consent of Company.
- During the term of this Agreement and for a period of one (1) year thereafter, Recipient agrees not to engage in any employment or to provide any services (i) to or for a competitor of Company, or (ii) which are essentially the same as those provided for Company, or (iii) which pertain to the use, support, implementation, or training of Company's software; or (iv) to or for a customer of Company.
11. **NO COMMITMENT.** This Agreement does not in any way bind Company to use Recipient's services. Nothing herein or any other verbal representations made by either party shall be construed as a binding commitment to use Recipient's services.
12. **REMEDIES.** Recipient acknowledges that Company shall have the right to take all reasonable steps to protect its Confidential Information including, but not limited to, injunctive relief and any

other remedies as may be available at law or in equity in the event Recipient does not fulfill its obligations under this Agreement.

- 13. **ATTORNEY'S FEES.** In the event any action, including arbitration, is brought to enforce any provision of this Agreement, or to declare a breach of this Agreement, the non-breaching party in the event of a determined breach, or the prevailing party otherwise, shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees incurred thereby.
- 14. **NONASSIGNMENT.** Recipient may not assign or transfer this Agreement or any rights here under to any third party.
- 15. **TERMINATION.** This Agreement may be terminated by Company immediately upon written notice to Recipient. Upon termination of this Agreement, Recipient shall return Company's Confidential Information in accordance with Section 5. Recipient's obligations under this Agreement including, but not limited to, those relating to the non-use and nondisclosure of Company's Confidential Information shall continue after the termination of the Authorized Purpose or this Agreement.
- 16. **SEVERABILITY AND REFORMATION.** Each provision of This agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supercedes all proposals and prior discussions and writings between the parties with respect thereto. The parties agree that this Agreement may not be altered, amended or modified except in writing and signed by an authorized representative of both parties.
- 18. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED FOR ALL PURPOSES IN ACCORDANCE WITH THE LAWS OF INDIA WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF ANY JURISDICTION. ANY ACTION OR SUIT RELATED TO THIS AGREEMENT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN DELHI, INDIA.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

**RECIPIENT**

By: \_\_\_\_\_  
Signature

Ankur Jain  
Name Typed or Printed

\_\_\_\_\_  
Title Date 25.07.16

**COMPANY**

By: \_\_\_\_\_  
Authorized Signature

CLIENT \_\_\_\_\_  
Name Typed or Printed

CEO \_\_\_\_\_ 25.07.16  
Title Date