

Non Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made on **12th day of October, 2023** (the "Effective Date") at **Gurgaon, Delhi**

BY AND BETWEEN:

Neha Kapoor, an Individual having current address **#46, 10th Floor, Trump Tower, Gurgaon, Haryana** with **Aadhaar** number: **267892399123** (hereinafter referred to as the "**Disclosing Party**"), which expression shall include its successors, assigns, and affiliates.

AND

Rajesh Kumar, an Individual having current address **#12, 3rd Floor, Trump Tower, Gurgaon, Haryana** with **Aadhaar** number: **2738299238134** (hereinafter referred to as the "**Receiving Party**"), which expression shall include its successors, assigns, and affiliates.

Rajesh Kumar

Disclosing Party and Receiving Party have indicated an interest in exploring a potential business relationship relating to: Hiring of Rajesh Kumar (**the "Transaction"**).

In connection with its respective evaluation of **the Transaction**, each party, their respective affiliates and their respective directors, officers, employees, agents or advisors (collectively, "Representatives") may provide or gain access to certain confidential and proprietary information.

A party disclosing its Confidential Information to the other party is hereafter referred to as a "**Disclosing Party**." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "**Receiving Party**." In consideration for being furnished Confidential Information, Disclosing Party and Receiving Party agree as follows:

1. Definition of Confidential Information

- a. For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:
 - i. 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.
 - ii. Plans for products or services, and customer or supplier lists.
 - iii. Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology, or method.
 - iv. 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.
 - v. Any other information that should reasonably be recognized as confidential information of the Disclosing Party.

- vi. Any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable, or constitute a trade secret in order to be designated Confidential Information. Each Party acknowledges that the Confidential Information is proprietary to the Disclosing Party has been developed and obtained through great efforts by the Disclosing Party, and that the Disclosing Party regards all of its Confidential Information as trade secrets.
 - b. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
 - i. Was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party.
 - ii. Becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality.
 - iii. Is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement.
 - iv. 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
 - v. Is or has been independently developed by employees, consultants, or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.
2. **Non-Disclosure Obligations:** The Receiving Party shall refrain from disclosing, reproducing, summarizing, and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
 3. **Protection of Confidential Information:** The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information, agrees to take all reasonable measures at its expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
 4. **Ownership of Confidential Information:** Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
 5. **Return or Destruction of Confidential Information:** Within **seven (7) days** of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions, and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.
 6. **Limited Disclosure to Representatives:** The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7. **Exceptions to Confidential Information:** Confidential Information shall not include any information that the Receiving Party can demonstrate:
- (i) Is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party.
 - (ii) Was already in its possession free of any such restriction prior to receipt from the Disclosing Party.
 - (iii) Was independently developed by the Receiving Party without making use of the Confidential Information.
 - (iv) Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party.
8. **Legal Process and Disclosure:** In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation, or legal process; provided, however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party and agrees to cooperate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
9. **Use of Names and Trademarks:** Neither Party shall use the other's name, trademarks, proprietary words, or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
10. **Injunctive Relief:** Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character. An impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law. Further, each Party agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
11. **Indemnification:** The Receiving Party shall indemnify the Disclosing Party for all costs, expenses, or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
12. **Limitation of Liability:** Neither Party shall be liable for any special, consequential, incidental, or exemplary damages or loss (or any lost profits, savings, or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
13. **Voluntary Disclosure:** Both Parties agree that by virtue of the Parties entering into this Agreement, neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks is necessary to disclose in relation to the Proposed Transaction.

14. **Term and Termination**

- a. Both Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective until the Proposed Transaction is terminated by either Party, in case either Party foresees that the Proposed Transaction would not be achieved.
 - b. Notwithstanding anything contained herein, the provisions of this Agreement **shall survive for 3 years even after the proposed transaction has been terminated or expired.**
15. **Authorization:** Each Party warrants that it has the authority to enter into this Agreement.
16. **Severability:** If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
17. **Counterparts:** This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
18. **Relationship of Parties:** The relationship between both Parties to this Agreement shall be on a principal-to-principal basis, and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties, and none of the employees of **Neha Kapoor shall be considered as employees of Rajesh Kumar.**
19. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of **Delhi**. Both parties irrevocably submit to the exclusive jurisdiction of the courts in **Delhi**, for any action or proceeding regarding this Agreement.
20. **No Oral Agreements:** Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
21. **No Assignment:** The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part without the written consent of the other Party.


IN WITNESS WHEREOF, the Parties hereto have executed this Non Disclosure Agreement by affixing their signatures as of the date herein above mentioned.

First Party Signatures



Neha Kapoor resident of **#46, 10th Floor, Trump Tower, Gurgaon, Haryana,**
having **Aadhaar: 267892399123**

Second Party Signatures



Rajesh Kumar resident of **#12, 3rd Floor, Trump Tower, Gurqaon, Haryana.**