

NON-DISCLOSURE AGREEMENT (NDA)

This **NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the "Agreement") is entered into on this [·] day of [·], 20 ("Effective Date")

BY AND BETWEEN

Uffizio Technologies Private Limited, a company incorporated under the provisions of the Companies Act 1956, having its registered office at **B-802, Kanchanganga, Behind Collector Bunglow, Tithal Road, Valsad - 396001**, Registration No **U72900GJ2021PTC123428** hereinafter called the "**Discloser**" or "**First Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, agents, assigns, affiliates, representatives, subsidiary companies, official liquidator, etc.) of the **First Part**;

AND

[·], a company, having its registered office at [·], Pan No [·]/ [Identification proof] hereinafter called the "**Recipient**" or "**Second Party**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors, agents, assigns, affiliates, representatives, subsidiary companies, official liquidator, etc.) of the **Second Part**;

The Discloser and the Recipient shall hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS Discloser and Recipient have executed "Software License Agreement (SLA)" with respect to the licensing of the Software by Discloser to the Recipient and related services ("Subject Matter"); and

WHEREAS the Parties desire to enter into this Agreement to prevent the unauthorized use or disclosure of any Confidential Information (as defined below) furnished by Discloser to Recipient;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth herein, the Parties agree as follows:

1. DEFINITION: CONFIDENTIAL INFORMATION

"Confidential Information" shall mean and include any and all information relating to the Subject Matter that is provided by Discloser to the Recipient or its representatives (which term shall include Recipient's directors, officers, agents, contractors, subcontractors, advisors, accountants, legal counsel and lenders), and that is:

- a) proprietary to, about or created by Discloser, its advisors, or otherwise;
- b) gives Discloser some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Discloser;
- c) designated as Confidential Information by Discloser, or from all the relevant circumstances should reasonably be assumed by the Recipient to be confidential and proprietary to Discloser; or
- d) not generally known by non-Discloser personnel.

Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or expressly designated as confidential): (i). Technical Concepts: Ideas and concepts developed by or otherwise belonging to Discloser for implementing the Subject Matter;

- (ii). Sales, Advertising, Marketing and Development Operations: Sales, advertising, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, Discloser's actual or potential customers or suppliers, non- published product specification, financial data,

and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of Discloser relating

to the Subject Matter, which have been or are being discussed with the Recipient or its agent(s), whether or not such information constitutes as "trade secrets" under applicable law;

- (iii). Other Proprietary Data: Information relating to Discloser's proprietary rights in the Subject Matter prior to any public disclosure thereof, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets) as well as any and all new and useful related art or invention, whether or not patentable, and all know-how, designs, trademarks, trade secrets, software, source code, object code, software tools, engines, modules and routines, processes, procedures, drawings, specifications, techniques, sketches, drawings, models, algorithms and formulae and all other copyrightable or patentable work that Discloser solely or jointly with others conceives or reduces to practice or tangible expression and all trade secrets, business plans, sales forecasts, computer programs, skill, experience, documents, apparatus, equipment and associated designs, regulatory strategies, test data and other materials in any way related thereto.

2. NO REPRESENTATIONS OR WARRANTIES AS TO ACCURACY OF INFORMATION

Discloser shall not be deemed to have made any representation or warranty as to the accuracy or completeness of any information furnished to Recipient. Only those representations and warranties which are made in a final definitive agreement regarding a Subject Matter, when, as and if executed, will have any legal effect. Any information if sought for by any authority or court can be disclosed by the Recipient only after obtaining written consent from the Discloser.

3. PROTECTION OF CONFIDENTIAL INFORMATION

The Recipient acknowledges and agrees that all Confidential Information is the exclusive and confidential property of Discloser and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein. The Recipient further acknowledges that irreparable damage will result from disclosure of any Confidential Information to third parties or utilization for purposes other than those connected with the proposed business relationship of the Discloser and Recipient. The Recipient hereby agrees:

- (a) To hold the Confidential Information in strict confidence;
- (b) To use all reasonable precautions, to prevent the unauthorized disclosure of the Confidential Information, including, without limitation, protection of documents from theft, unauthorized duplication and discovery of contents, and restrictions on access by other persons to such Confidential Information;
- (c) Not to, directly or indirectly, communicate, disseminate or otherwise disclose the Confidential Information to any third party except as specifically authorized by Discloser in writing;
- (d) Not to use, copy, or transfer any Confidential Information for any purpose other than in connection with the Business Relationship. Recipient will take all reasonable precautions to prevent inadvertent use, copying or transfer of such Confidential Information. This prohibition against the Recipient's using, copying, or transferring Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any ideas, concepts, products or services which embody or are derived from the Confidential Information which are not authorised under SLA, or result from exercising judgment in performing analysis based upon knowledge of said Confidential Information, or would compete with Discloser's commercialization of the Subject Matter; and
- (e) To limit access to the Confidential Information to those of its representatives who need such access in order to participate in the implementation of the Subject Matter. Recipient shall advise each of the persons to whom it provides any of the Confidential Information of Discloser that such persons are prohibited from making any use of, publishing or otherwise disclosing to others any such Confidential Information except as expressly provided herein, and will obtain such persons' agreement to abide by the terms of this Agreement. Recipient shall be and remain fully responsible to Discloser for any use of the Confidential Information by any such person, or any person to whom any such person discloses it, for any reason, in all respects as though Recipient had made such use of the Confidential Information.

4. **INADVERTENT DISCLOSURE**

Recipient will notify Discloser immediately of any breach of this Agreement, of which it becomes aware, and will assist and cooperate with Discloser in minimizing the consequences of such breach.

5. **RETURN OF CONFIDENTIAL INFORMATION**

Immediately upon termination of this Agreement, or upon demand by Discloser, the Recipient will promptly deliver to Discloser and destroy all remaining electronic or physical copies of Confidential Information, regardless of whether such Confidential Information is in its possession or in the possession of a third party to whom the Recipient provided such Confidential Information in accordance with the terms of this Agreement. Recipient hereby waives all rights to retain the Confidential Information.

6. **NO GRANT OF RIGHT OR LICENSE TO CONFIDENTIAL INFORMATION**

Recipient acknowledges and agrees that Discloser is not hereby granting, either expressly or implicitly, any right or license under any patent application, patent, copyright, trade secret or other intellectual property right, or on the Confidential Information, and that neither Party shall be obligated to enter into any further agreements relating to the Confidential Information or any product resulting therefrom during the term of this Agreement or at any time thereafter.

7. **INJUNCTIVE RELIEF**

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by the Recipient of any of the covenants contained in this Agreement and that any such breach by the Recipient will cause Discloser great and irreparable injury and damage. Accordingly, the Recipient agrees that Discloser shall be entitled, without waiving any additional rights or remedies otherwise available at law or in equity or by statute, to specific performance, injunctive relief, and other equitable relief in the event of a breach or intended or threatened breach by the Recipient of any of said covenants.

8. **GENERAL PROVISIONS**

Each of the Parties herein represents and warrants that:

- (a) It is an entity validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- (b) It is not barred in any manner to execute, deliver and perform its obligations under this Agreement and is fully competent to agree to abide by the same.
- (c) The person executing this Agreement is fully competent to do so;

9. **TRANSFERABILITY**

This Agreement and the rights and privileges hereof are not assignable, licensable or otherwise transferable by either party without the written consent and approval of the other party. Further, any transfer is subject to the requirement that all the terms and conditions of this Agreement shall be binding upon the respective successors and assigns of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

10. **HEADINGS**

The headings in the Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

11. **RELATIONSHIP OF PARTIES**

This Agreement does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the Parties shall be governed by the SLA.

12. **NOTICES**

All notices required hereunder shall be given in writing and shall be personally delivered or sent by postage prepaid mail or electronic mail addressed to the Parties at their addresses listed below, or at such other addresses as the respective Parties may designate from time to time to the other by written notice which shall include E-Mail communication.

13. **CHOICE OF LAW**

This Agreement shall be governed by, construed, interpreted and enforced under and according to the laws of India. The courts at Valsad, Gujarat shall have sole and exclusive jurisdiction.

14. **DISPUTE RESOLUTION**

Any dispute, controversy or claim arising out of or relating to this Agreement including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration at Gujarat Chamber of Commerce and Industry under the GCCI Arbitration Rules. The seat and venue of the arbitration shall be Ahmedabad, Gujarat. The language of the arbitration shall be English.

15. **SEVERABILITY**

In the event any part or parts of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.

16. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors, licensees, assignees and agents.

17. **HOLD HARMLESS**

Each of the Parties hereto shall indemnify and hold the other party, its directors, officers, members, employees, successors, licensees, assignees and agents harmless from and against any and all claims arising from acts and omissions of the acting or omitting party, its directors, officers, members, employees, successors, licensees, assignees and agents.

18. **COSTS AND FEES**

In the event that any legal proceedings arise as a result of this Agreement, the prevailing party is entitled to receive attorney fees.

19. **FAILURE TO ENFORCE**

Failure of any Party herein to enforce any of the terms of this Agreement shall not constitute waiver to enforce that term in the future. Neither this Agreement nor any provision hereof may be waived, amended, modified or terminated except in a writing executed by both Parties hereto which makes specific reference to this Agreement.

20. **EXPECTED PERFORMANCE**

Each Party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement. Recipient agrees that Discloser may not have an adequate remedy at law for money damages in the event that this Agreement has not been performed in accordance with its terms, and therefore agrees that Discloser shall be entitled to specific enforcement of the terms hereof in addition to any other remedy to which it may be entitled, at law or in equity.

21. **REPRESENTATION BY COUNSEL**

Each of the Parties hereto acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement and that each has executed this Agreement with the consent and on the advice of any such independent legal counsel; and further acknowledges that it and any such counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Agreement prior to the execution hereof.

22. **COUNTERPART**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same agreement.

