

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on the 14th day of April, 2020, between Stay Blessed Private Limited, having email ID zia.khan@stayblessed.in and having its Corporate Office at B49, Sector 59, NOIDA 310201, UP, India., represented by Mr. Zia Khan, (VP Sales), and Iris Global _____, represented by Mr Himanshu Chawla, Director, including its’ affiliates, subsidiaries, successors and assigns.

Purpose:

In connection with development of business opportunities (the “Purpose”), the Disclosing Party is making available certain Confidential Information (defined below), in relation to its subsidiaries, affiliates, group companies and clients of the Disclosing Party.

1. Confidential Information:

Confidential information shall mean and include:

- a. Any information of whatever nature, disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or which the Receiving Party may acquire by inspection of tangible or intangible objects; including without limitation documents, business plans, financial statements/ analysis, marketing plans, customer names, customer list, customer data, proposals, agreements, analyses, compilations, forecasts, studies or other documents in relation to the Transaction.
- b. Any elements of text, graphics, photos, designs, trademarks, codes, components, artwork, or any other materials or specifications provided by Disclosing Party (“Disclosing Party Materials”) and used to develop or intended to develop the Disclosing Party Properties will remain the property of Disclosing Party and the ownership of all the intellectual property rights in such Disclosing Party Materials shall also remain with Disclosing Party. The Receiving Party will not copy, modify, distribute or transfer (by any means), display, sublicense, rent, reverse engineer, develop, decompile, or disassemble or use the Disclosing Party Materials or any part thereof in any manner whatsoever nor shall it infringe or claim any rights over the intellectual property of such Disclosing Party Materials
- c. Any information disclosed to the Receiving Party by third parties at the direction of a Disclosing Party comes under the purview of this Agreement including analysis, compilations, studies and other documents prepared by either _____ of the Parties and/or its officers, employees, agents or advisers which contain or otherwise reflect or are generated from the information specified in the above paragraph.
- d. However not, include any information which the Receiving party can establish with supporting documentary evidence:

- i. At the time of disclosure, is within the public domain or after disclosure comes into the public domain, other than by the reason of breach of any of the undertakings mentioned in this Agreement; or
- ii. Was within possession of the Receiving Party prior to it being furnished to the Receiving Party by the Disclosing Party, without confidentiality restrictions as shown by the Receiving Party's files and records immediately prior to the time of disclosure; or
- iii. Is disclosed to the Receiving Party by a third party who did not obtain the information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; or
- iv. Is at any time independently developed by the Receiving Party or its subsidiaries or affiliates or respective representatives without the use of information disclosed by the Disclosing Party.

2. Non-use and Non-disclosure:

- a. The Receiving Party agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the potential Transaction. The Receiving Party agrees that it shall take all appropriate measures (similar to the ones taken to protect its own confidential information), to protect the secrecy of and avoid disclosure and/or unauthorized use of the Confidential Information.
- b. The Receiving Party agrees not to directly or indirectly use, disseminate, disclose, discuss or reveal any Confidential Information to any third party except for its advisors (financial and legal) and employees on a "need-to-know" basis in order to evaluate or engage in discussions concerning the contemplated Transaction. The Receiving Party shall advise its Representatives of the confidential nature of the Confidential Information disclosed to them, the existence of this Agreement and shall execute a confidentiality agreement and take all appropriate measures to ensure that its Representatives do not misuse the Confidential Information disclosed to them. The Receiving Party shall be responsible for ensuring compliance of this Agreement on part of its Representatives. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.
- c. The Receiving Party, including its Representatives, shall not disassemble or decompile any prototypes or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.
- d. The delivery of documents and materials containing Confidential Information shall not amount to a license in favour of the Receiving Party to use, copy or in any way deal with the Confidential Information or any related documents and materials other than for the proposed Transaction and all confidential Information shall remain the property of the Disclosing Party at all times.

3. No obligations:

Nothing herein shall obligate either party to proceed with any transaction between them and each party reserve the right in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

4. No representations and warranties:

To the extent permitted by law:

- a. The Disclosing Party excludes all express and implied warranties in connection with the Confidential Information and, without limitation, the Disclosing Party does not warrant or represent that:
 - i. The Disclosing Party will disclose any particular kind or quantity of information; or
 - ii. The Confidential Information is complete, accurate, sufficient or suitable for the Receiving Party's; and
 - iii. The Disclosing Party shall not have any liability or responsibility for any errors or omissions in, or any decision made by the Receiving Party in reliance on, the Confidential Information.

5. Return of Materials:

- a. All documents electronic files/records/ copies whether tangible or intangible and other objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party or its Representatives shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed (and a written statement be issued in this respect) upon the Disclosing Party's request within 7 days of the date of issuance of such request.
- b. The Receiving Party agrees that, notwithstanding the return or destruction by the Receiving Party of such documents, materials, the Receiving Party's undertakings as contained in this Agreement shall remain in force.

6. No License:

Nothing in this Agreement is intended to grant any rights to the Receiving Party with respect to the patent, trademark, copyright or any other intellectual property rights of the Disclosing Party, nor shall this Agreement grant Receiving Party any rights in or to Confidential Information except as expressly set forth herein.

7. Remedies:

- a. The Receiving Party agrees that breach of this Agreement may cause irreparable damage to the Disclosing Party for which monetary damages may not be a sufficient remedy, and the Disclosing Party shall be entitled to seek specific performance or injunctive relief to prohibit any breach or threatened breach of this Agreement.
- b. The rights, powers and remedies of the Disclosing Party under this Agreement are cumulative with the rights, powers and remedies provided at law and in equity independently of this Agreement. The Disclosing Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power

or remedy. A single or partial exercise of a right, power or remedy by the Disclosing Party does not prevent a further exercise of that or of any other right, power or remedy. The failure of the Disclosing Party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

8. Term:

This Agreement applies to disclosure of Confidential Information by Disclosing Party to the Receiving Party during the term of the Agreement. The term of this Agreement shall be for one year from the Effective Date ("Term"). Disclosing Party may terminate this Agreement with or without cause upon prior written notice of thirty days. However, the confidentiality obligations of the Receiving Party under this Agreement shall continue for a period of three years after expiry of the Term.

On termination of this Agreement:

- a. The Receiving Party's right to use the Disclosing Party's Confidential Information will cease; and
- b. The Receiving Party's obligation to keep confidential the Confidential Information shall survive for the remainder of the Term that would have applied notwithstanding termination;
- c. Any other parts of this Agreement that, by their nature, are intended to survive termination will do so.

9. Miscellaneous:

- a. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party except that either party may assign its interest and obligations to any successor to all or part of its business without such consent. This document contains the entire agreement between the parties with respect to the subject matter hereof.
- b. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. All the questions relating to the interpretation of this Agreement and all disputes and differences of whatever nature arising out of or in connection with this Agreement, whether during their terms or after their expiry thereof, or at any time prior to their termination, shall be attempted to be settled by mediation between the Parties, failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under, or any statutory modification or re-enactment thereof for the time being in force. The arbitral panel shall consist of three (3) arbitrators. One (1) arbitrator appointed by each Party and the two (2) arbitrators so appointed will appoint a third arbitrator. All decisions shall be final and binding on the Parties of all disputes and differences. The venue of the arbitration proceedings shall be at Delhi and shall be conducted in the English language.

- c. This Agreement and any other writing(s) arising out of the transaction herein and executed by the Parties are and shall be governed by and construed in accordance with the laws of the Republic of India.
- d. Subject to the foregoing the courts at New Delhi only shall have exclusive jurisdiction in all matters arising out of the Agreement.
- e. This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original and both of which combined together shall be deemed to constitute one fully-executed Agreement.

10. Fee/Income

- a. Both the parties would agree upon fee/income distribution for each assignment separately. The computation of fee/income would be agreed on case to case basis. The fee/income from an assignment would be settled at the time of completion of the assignment and/or realization of fee of the assignment. In case multiple assignment are in progress, to the extent possible, accounts would be finalized by the end of each quarter/financial year.

For Stay Blessed Private Limited.

Full name: Mr. Zia Khan.

Designation: VP Sales

For Center of Digital Excellence (CODE) Private Limited.

Full name: Ms. Reena Yadav.

Designation: Managing Director.