

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This Agreement is entered into and made effective as of the 5^h day of March, 2015

BY and BETWEEN

And

Metayage IP Strategy Consulting LLP having its address at Global Incubation Services, CA Site NO 1, JSS Institutions Campus, HAL 3rd stage, Behind Hotel Leela Palace, Kodihally, Bangalore 560008, Karnataka, India.

WHEREAS:

- a. "In connection with certain negotiations and/or discussions for the provision of Intellectual Property Services and Consulting, and related business benefit, each party hereto may disclose certain of its Confidential Information (as defined below) to the other. The purpose of this Agreement is to assure the protection and preservation to the proprietary and/or confidential nature of such Confidential Information and limit its use only for the negotiations and/or discussions as stated herein above" ("Purpose").
- b. For the Purpose and/or purposes of this agreement, the term "Discloser" means a party disclosing Confidential Information (as hereinafter defined) and the term "Recipient" means the recipient of such information. All references in this Agreement to Discloser and Recipient shall include the affiliates of such entities.

AND WHEREAS in reliance upon and in consideration of the following undertakings, the parties hereto agree as follows:

1. **DEFINITION OF CONFIDENTIAL INFORMATION:** "Confidential Information" shall mean non-public or proprietary data or information of the Discloser (irrespective of whether such data or information is communicated by the Discloser or its Representatives (as hereinafter defined) orally, in writing, electronically or otherwise) including, but not limited to, any and all technical, non-technical information, data, business operations, business plans, inventions, drawings, descriptions, ideas and creative works belonging to the Discloser (regardless of whether such information is protectable under copyright, patent or trademark and/or trade secret doctrine) including but not limited to copyright, trade secret and proprietary information, techniques, technology, technology plans, business forecasts, research, work in progress, program formats, projects, sales and marketing plans, future development plans, product plans, personnel information and information relating to any research, work in progress, program formats, financial data, wireless business and related information. It shall also include (i) all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials in whatever form maintained, whether prepared by the Recipient or its Representatives or others, that contain or reflect, or are generated from any of the data or information referred to in the immediately preceding sentence (collectively, "Derivative Data") and (ii) the fact that discussions are taking place between the Discloser and the Recipient and the fact that the parties are making Confidential Information available to each other.
2. **All information disclosed:** in writing for the Purpose by either party hereto shall be clearly marked as '**CONFIDENTIAL**'. Such information presented verbally or visually shall be protected under this agreement by accompanying such information with a letter and/or email containing a summary of the information addressed to the Recipient and marked

'Proprietary' or 'Confidential'. Such written / other related materials not so marked when disclosed, may be protected hereunder later by a written notice and/or email, provided such notice and/or email is mailed within 5 (five) days from the day on which the unmarked information was disclosed.

3. **Confidential Information Shall Not Include Information Which:** (i) is or becomes publicly available without breach of this Agreement, (ii) is, at the time of disclosure, already in the possession of the Recipient without obligation of confidentiality as evidenced by its written and dated records, or (iii) becomes available to the Recipient from a source other than the Discloser provided that the Recipient is not aware of a confidentiality obligation between such source and Discloser with respect thereto. (iv) is the subject of written permission to disclose provided by the Discloser
4. **No Obligation:** This Agreement does not obligate the Discloser or the Recipient to disclose any information to the other or to enter into any transaction or business relationship.
5. **USE OF CONFIDENTIAL INFORMATION:** The Recipient shall hold the Confidential Information in confidence and shall not disclose it to any third party other than to its directors, officers, employees, agents, representatives or advisors (collectively "Representatives") who have a need to know the same for Purpose. The Recipient shall make its Representatives aware of the fact that the Confidential Information is confidential and the obligations owing to the Discloser. The Recipient shall be responsible for the acts or omissions of its Representatives with regard to the Confidential Information and for any breach by them of the terms of this Agreement. Confidential Information may be used only for the Purpose and for no other purpose. Any right, title and interest in and to the Confidential Information shall remain the property of the Discloser. By making Confidential Information or other information available to the Recipient, the Discloser is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right.
6. **REQUIRED DISCLOSURE.** If Recipient or its Representatives are requested by judicial or other governmental order to disclose any Confidential Information, Recipient shall provide Discloser with prompt notice of such request so that Discloser may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient or its Representatives are, in the reasonable written opinion of its legal counsel, compelled to disclose Confidential Information pursuant to such request or else stand liable for contempt or suffer other censure or penalty, Recipient or its Representatives may disclose that portion of the Confidential Information which such counsel has advised is required to be disclosed and Recipient shall use reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information.
7. **NO WARRANTY:** All Confidential Information provided by the Discloser hereunder is provided without representation or warranty as to the accuracy or completeness of such information.
8. **RETURN OF CONFIDENTIAL INFORMATION:** At any time upon written request from the Discloser, the Recipient shall promptly (i) return to the Discloser all written Confidential Information (including all copies thereof made by the Recipient), and (ii) destroy all Derivative Data prepared by the Recipient or its Representatives; provided, however, that Recipient's legal department shall be entitled to retain one copy of the Confidential Information and Derivative Data for compliance purposes and/or defending or maintaining any litigation relating to this Agreement and any documents so retained shall, subject to

such disclosure as may be reasonably necessary for compliance and litigation purposes, be kept confidential and remain subject to the terms of this Agreement.

- 9. GENERAL:** This Agreement constitutes the entire agreement between the parties with respect to Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning the same. This Agreement may be modified or waived only by a written instrument duly signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned and any attempt to do so will be null and void. Each party acknowledges that (i) any disclosure of Confidential Information in violation of this Agreement would be detrimental to a Discloser's business, (ii) money damages would not be a sufficient remedy for breach of this Agreement, and (iii) a Discloser shall be entitled, without waiving any other rights or remedies, to seek equitable relief, including injunctions.
- 10. SEVERABILITY:** If any term of this Agreement is declared by any jurisdictional Court/tribunal to be illegal or unenforceable, it will not affect the validity or enforceability of the other terms or provisions, unless the terms and provisions declared illegal or unenforceable are in the nature of a condition precedent or the essence of this Agreement or comprises an integral part of and inseparable from the remainder of this Agreement. In such event, the Parties will take all necessary action and shall execute any other documents required to suitably revise the illegal/unenforceable provision and facilitate the attainment of the objectives of this Agreement.
- 11. NOTICES:** All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at their addresses specified in the introductory portion of this Agreement, or at any other address which a Party might have specify in writing.
- 12. GOVERNING LAW AND JURISDICTION:** This Agreement shall be construed in accordance with the laws of India. The courts in Bangalore shall have exclusive jurisdiction to entertain all disputes arising out of and/or in connection with this Agreement. Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably failing which the same shall be referred to a sole arbitrator appointed by both the parties or in case of disagreement, to a panel of three arbitrators to be appointed as follows:(i) each party will appoint one arbitrator and (ii) the third arbitrator shall be mutually appointed by the two arbitrators. Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act 1996 and the venue of arbitration will be Bangalore and the language of arbitration proceedings shall be English.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have caused this Agreement to be executed on the date written above.

Signature: _____

Name:

Designation:

Metayage IP Strategy Consulting LLP

Signature: _____

Name: Arjun Karthik Bala

Designation: Managing Partner