



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into effective as of this, 21/06/23 (the "Effective Date"), by and between U NITIN RAO, (Vendor) currently residing at G/8 Leelmere Park Apartments, No 1/2 College Lane, Nungambakkam, Chennai and **Infopro Learning, Pvt. Ltd.**, a corporation organized and existing under the laws of New Jersey, having a place of business at C4, Sector 58, Noida, Uttar Pradesh 201307 (Disclosing Party).

WHEREAS, the parties are discussing business engagement and said discussions necessitate an exchange of information considered confidential by each of them.

NOW, THEREFORE, the parties hereby agree as follows:

1. "Confidential Information" means all information that the Disclosing Party (as hereinafter defined) deems to be Confidential, regardless of medium, including, but not limited to, technical, developmental, operating, financial, performance, cost, know-how, process and prospect information, and all samples, models, reports, tables, data and prototypes containing or disclosing such information. The term "Confidential Information" shall also include (i) the fact that Confidential Information was made available, all discussions regarding the Proposed Transaction and any of the terms, conditions or other facts related to the Proposed Transaction including, without limitation, the terms of this Agreement or that discussions or negotiations with regard to the proposed Transaction are taking place (including the status thereof), and (ii) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Confidential Information. Any information exchanged by the parties and entitled to protection as Confidential Information under this Agreement shall be marked as such by the Disclosing Party at the time the disclosure is made, or in the case of oral disclosure, the Disclosing Party shall identify the disclosure as Confidential Information at the time of disclosure and confirm the same in writing to all receiving parties within ten (10) business days.
2. The recipient of Confidential Information disclosed under this Agreement (the "Vendor") shall (i) take all necessary precautions to prevent disclosure of the Confidential Information to third parties in violation of this Agreement and, without limiting the foregoing, shall treat all Confidential Information with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or Confidential information; and (ii) use the Confidential Information only for the purposes of evaluating the Proposed Transaction, unless otherwise agreed to in writing by the party disclosing the Confidential Information (the "Disclosing Party"). In addition, the Vendor will not, either directly or through third parties use any of the Confidential Information in any manner adverse to the Disclosing Party, including, without limitation, to circumvent, impair or challenge any Confidential rights which the Disclosing Party, or any assignee or successor in interest of the Disclosing Party, may have in the Confidential Information.

Without limiting the generality of the foregoing:

- a. The Vendor shall disclose Confidential Information only to those of the Vendor's employees, directors, representatives, advisors and agents who need access to such Confidential Information (the "Representatives") for the purpose of evaluating the Proposed Transaction and to no one else;
- b. The Vendor shall assure that all persons who receive any of the Confidential Information from it will abide by the terms and conditions of this Agreement as if such persons were parties hereto; and

Confidential

- c. The Vendor acknowledges that any unauthorized disclosure or use of any Confidential Information shall be considered a material breach of this Agreement and would result in irreparable harm and significant injury to the Disclosing Party, the degree of which may be difficult to ascertain. Therefore, it is agreed that, in addition to any other remedies that may be available to the Disclosing Party upon any such violation, the Disclosing Party shall have the right to enforce this Agreement by seeking specific performance, injunctive relief or by any other means available to the Disclosing Party at law or in equity and the Vendor hereby waives any requirement for the security or posting of any bond in connection with such enforcement.
3. There shall be no liability for breach of the restrictions contained in Section 2 on use and disclosure of Confidential Information:
 - a. if such information was already in the public domain or became publicly available through no breach of this Agreement by the Vendor;
 - b. if the information was rightfully in the Vendor's possession without obligation of confidence prior to receipt from the Disclosing Party or if the Vendor lawfully obtained said information from a third party who was under no obligation of confidence;
 - c. if such information is information which the Vendor can document was independently developed by Representatives of the Vendor without use of the Disclosing Party's Confidential Information;
 - d. if such information is required to be disclosed by the Vendor to comply with a judicial order or decree, or to comply with applicable law; provided, however, that the Vendor agrees to give prior written notice of such disclosure to the Disclosing Party as far in advance of its disclosure as is reasonably practicable and to take any reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure and to only disclose that portion of the Confidential Information which the Vendor is advised by written opinion of counsel is legally required; or
 - e. if such information is disclosed with the prior written consent of the Disclosing Party.
4. This Agreement shall be effective as of the Effective Date and may be terminated by either party upon thirty (30) days' prior written notice to the other party. In any event, this Agreement shall automatically terminate two (2) years after the Effective Date. It is understood and agreed that the confidentiality and use restrictions with respect to Confidential Information shall survive for a term of five (5) years following the termination of this Agreement.
5. Upon any termination of this Agreement in accordance with its terms, Vendor will, within a reasonable period of time after receipt of written request from Disclosing party hereto, return all Confidential Information and copies thereof received from Disclosing party under this Agreement and destroy all other Confidential Information based thereon, except a single archival copy of all Confidential Information may be retained by the Vendor's legal department for dispute resolution purposes only.
6. The Vendor acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Confidential Information.
7. Confidential Information, including the tangible medium on which it is conveyed, shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Vendor any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.
8. Nothing in this Agreement shall be deemed to create; either expresses or implied the power either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party.

9. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended with respect to the Proposed Transaction. Each party understands and agrees that no contract or agreement providing for any transaction of the type contemplated by the parties shall be deemed to exist between the parties unless and until a definitive agreement has been executed and delivered.
10. The Vendor shall be responsible for any breach of this Agreement by it or its Representatives and shall take all reasonably necessary measures to restrain its Representatives from unauthorized disclosure or use of the Confidential Information.
11. Except as specifically set forth herein, this Agreement does not: (i) restrict either party from developing new products or services, improving existing products or services, or marketing any new, improved or existing products or services; or (ii) commit either party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future products or services, or to favor or recommend any product or service of the other.
12. No waiver of any provision of this Agreement, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance. No waiver shall be binding unless executed in writing by the party making the waiver.
13. Each party represents that it has the right to disclose its Confidential Information in furtherance of the purpose set forth above without violating any agreement with or right of any other person. Confidential Information may include information of a third party provided that the third party has authorized such disclosure.
14. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either party, without the prior written approval of the other party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement.
15. This Agreement is the only agreement between the parties concerning the Confidential Information and it supersedes and replaces any and all existing agreements, written, oral or otherwise, concerning the disclosure of Confidential Information.
16. If any provision of this Agreement is declared invalid by any arbitration or court of competent jurisdiction, applicable statute or rule of law, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best reasonably affect the original intent of the parties.
17. During the term of this Agreement and for one (1) year after the termination of this Agreement, Vendor agrees not to provide or seek to provide services to any of such Client or End-Client, or seek to directly engage any subcontractor, reference or employee, whom it may come into contact with or get introduced to, as a result of negotiation, discussions, issuance or services performed under any SOW following this Agreement, without the prior written consent of Disclosing party. However, this shall exclude any pre-existing relationships of the Vendor.



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18. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by both the parties.
19. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (i) delivered personally or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other party set forth in the first paragraph of this Agreement or such alternative address as either party may communicate to the other from time to time in accordance with this Section 19.
20. In the event of a dispute between the parties that results in litigation regarding this Agreement, the prevailing party, as determined by the finder of fact, shall be entitled to an award of reasonable attorneys' fees.
21. The parties have negotiated this Agreement hereto and their respective attorneys and the language of this Agreement shall not be construed for or against either party.
22. This Agreement shall be governed by and interpreted according to the laws of India.
23. Either the originals or copies, including facsimile transmissions, of this Agreement, may be executed as counterparts, each of which shall be an original as against any party whose signature appears as a counterpart and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Supplier

By: U Nitin Rao

Signature *U Nitin Rao*
U Nitin Rao (Jun 21, 2023 17:11 GMT+5.5)

Date: 21/06/23

For Infopro Learning Pvt. Ltd.

By: Tanmoy Majumdar

Signature *Tanmoy Majumdar*
Tanmoy Majumdar (Jun 21, 2023 20:09 GMT+5.5)

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