

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) is made as on 11-09-2023 (“**Effective Date**”) between Saankhya Labs Private Limited, a company registered under the Indian Companies Act 1956, with Corporate Identification Number (CIN) U72200KA2006PTC041339 and having its registered office at Embassy Icon, 3rd Floor, #3, Infantry Road, Bangalore - 560001, Karnataka, India and its subsidiaries (“Saankhya”), and _____ having its principal place of business at

_____ (“**Consultant/Company**”). Saankhya and **Consultant/Company** are hereinafter referred to individually as the “Party” and collectively as the “Parties”.

In furtherance to the above-mentioned, Saankhya and **Consultant/Company** agree to the following:

1. Either Party (“Disclosing Party”) may disclose to the other Party (“Recipient”) the Confidential Information.
2. Unless otherwise specifically described below, Confidential Information shall be disclosed for the purpose of _____ (“Purpose”).
3. This Agreement covers disclosures of the Confidential Information which take place within Five (5) year(s) from the Effective Date of this Agreement (“Term”) and upon the expiry of the said Term, the Agreement will also expire, if not terminated earlier by a notice of at least thirty (30) days by either Party to the other. The obligations of confidentiality imposed by this Agreement shall survive termination/expiration of this Agreement and shall be in effect for a period of Five (5) years from the date of termination/ expiration.
4. “Confidential Information” means information or material proprietary to either Party, whether written or oral, tangible or intangible, which is disclosed to Recipient pursuant to this Agreement. Confidential Information shall be conspicuously labeled in a manner that gives notice of the confidential nature of the information. If the information is disclosed verbally or in other non-tangible form, it must be confirmed as confidential in writing within 30 days unless the circumstances are such that the Recipient knows or should reasonably know that the information is confidential. **Confidential Information may include, without limitation, data, know-how, trade secrets, designs, plans, drawings, specifications, algorithms, developmental or experimental work, internal photographs, test results, reports, pricing and financial information, customer and supplier lists, and marketing techniques and materials, whether related to either Party’s past, present or future business activities, research or development, or products of the Disclosing Party.**
5. Recipient shall not disclose, directly or indirectly, any Confidential Information to any person, except its employees, agents, and/or independent contractors having a need to know such information, provided such employees, agents, and/or independent contractors are bound protect the Confidential Information under provisions at least as restrictive as those contained in this Agreement. Recipient shall use the Confidential Information only for the Purpose specified above. Recipient may copy or record Confidential Information only as is reasonably necessary to carry out the Purpose.
6. This Agreement imposes no obligations on Recipient with respect to any portion of the Confidential Information received from Disclosing Party which: (i) is or becomes available to the general public through no fault of Recipient; (ii) was known to Recipient before disclosure without obligation of confidentiality; (iii) is lawfully received from a third party without obligation of confidentiality; (iv) is independently developed by Recipient without reference to or benefit of the Confidential Information; or (v) is required pursuant to a valid order of a government agency or court of competent jurisdiction, provided that the Recipient provides Disclosing Party with prompt notice so that Disclosing Party is afforded the opportunity to object to and/or seek a protective order or other appropriate relief in response to the order.
7. Recipient shall maintain adequate procedures to prevent the unauthorized disclosure, use or reproduction of Confidential Information, using at least the same standard of care that it employs with its own confidential information of similar character but in any event no less than a reasonable standard of care. The Recipient shall notify the Disclosing Party in the event of any unauthorized disclosure or use of the Confidential Information and shall cooperate with the Disclosing Party, at its own expense, in minimizing

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the effects thereof. At the Disclosing Party's request, Recipient shall return or destroy all Confidential Information it has received, including any copies made thereof, to the Disclosing Party.

8. All Confidential Information will remain the property of the Disclosing Party. No disclosures of Confidential Information shall constitute the grant of any express or implied license or right of Recipient to use the Confidential Information other than for the Purpose specified in this Agreement

9. Disclosing Party warrants that it possesses all necessary powers, right, and authority to lawfully make the disclosures subject to this Agreement. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. THE PARTIES EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

10. The Parties acknowledge that some Confidential Information may be controlled under U.S. Export Administration Regulations and/or subject to the approval of the U.S. State Department or U.S. Department of Commerce prior to export or re-export to persons in a country other than the United States or to foreign nationals in the United States. Each Party agrees that it will comply with all applicable export laws and regulations with respect to the Confidential Information.

11. The Parties agree that, if the Recipient fails to comply with any of its obligations under this Agreement, the Disclosing Party will suffer immediate, irreparable harm for which recovery of monetary damages will be inadequate. The Disclosing Party may therefore enforce this Agreement by seeking injunctive or other equitable remedies, in addition to available legal remedies, without the necessity of bond or proving actual damages.

12. This Agreement does not represent or imply any agreement, obligation, or commitment by either Party to enter into any subsequent agreement or relationship. Subject to the obligations of this Agreement, neither Party is precluded from negotiating, discussing, or independently pursuing any activities similar to or in competition with the Purpose contemplated herein.

13. This document constitutes the entire Agreement between the Parties relating to this subject matter and may only be modified by a writing signed by the Parties. No waiver of any right or remedy shall be binding unless given in writing. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement or a continuing waiver.

14. This Agreement shall be governed and construed in accordance with the law of Republic of India. The courts at Bengaluru shall have exclusive jurisdiction in any proceedings arising out of this Agreement.

15. The rights and obligations of the parties under this Agreement shall not be assigned or otherwise transferred without the other Party's consent which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may freely assign this Agreement as part of a merger, acquisition, or reorganization.

16. The Parties may sign and deliver this Agreement by electronic transmission, and delivery by electronic transmission will have the same legal effect as delivery of original signatures.

IN WITNESS WHEREOF, the duly authorized representative of each Party has executed this Agreement.

Saankhya Labs Private Limited:

Consultant/Company:

Name: Dr. Vishwakumara Kayargadde

Name:

Title: Co-Founder & COO

Title:

Date: 11-09-2023

Date:

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