

Effective Date: _____

In order to protect certain Confidential Information (defined below) which may be disclosed to "Recipient" (as identified below) by SourceMash Technologies Private Limited and/or any of its subsidiaries identified below ("Company"), the parties agree as follows:

1. "Confidential Information" shall mean and include the contents and existence of this Agreement as well as any information that is not generally known outside the Company relating to any phase of business of the Company, whether existing or foreseeable, including information conceived, discovered or developed by Recipient. Confidential Information includes, but is not limited to: project files; product designs, drawings, sketches and processes; new or existing product development; production characteristics; testing procedures and results thereof; manufacturing capabilities, methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; SOPs; raw materials sources, price and cost information; administrative techniques and documents; business strategy; any personal data within the meaning of applicable data protection legislation, including as appropriate EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), including but not limited to personal data of consumers, customers, directors, employees and agents of the Company (collectively, "Personal Data"); and any information received by the Company under an obligation of confidentiality to a third party.

2. Recipient shall use Confidential Information only for the purpose of evaluating a possible transaction with Company or providing goods or services to the Company as a contractor, consultant, or vendor, as the case may be.

3. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for the purposes described in Section 2 of this Agreement, expires, as to each piece of Confidential Information, five years from the date of disclosure of such piece of Confidential Information; *provided, however*, that (i) information that is a "trade secret" shall be kept confidential by the Recipient until such information is no longer a "trade secret" under applicable law and (ii) Personal Data can never be used for any purpose that is incompatible with the purposes described in Section 2 of this Agreement.

4. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. For purposes of this Section, the Recipient shall comply with its obligations as a data controller as set out in Article 32 of GDPR, as applicable, and the corresponding provisions of any other applicable regulations, in respect of any Personal Data. Recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third party without the express prior written consent of Company in each instance. Recipient shall take all necessary steps to ensure that the Confidential Information is not used or disclosed by its employees, authorized representatives or affiliates (including a parent, subsidiary, or other related company) (collectively, its "Affiliated Parties") in violation of this Agreement.

5. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information for the purpose described in Section 2 of this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as provided in this Agreement prior to any such access, and Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.

6. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third party under no obligation of confidentiality to Company or Company's Affiliated Parties; (d) is disclosed by Recipient with Company's prior written approval; or (e) is required to be disclosed by order of a court or governmental agency; *provided, however*, that in such a case, Recipient shall immediately notify Company of such order for Company to seek a protective order or other appropriate relief.

7. Recipient acknowledges and agrees that the Confidential Information is the sole property of Company. Recipient will return to Company all drawings, blueprints, manuals, documents, letters, notes, notebooks, reports, files, disks, tapes, written media, graphic media, magnetic media, electronic media and all other tangible embodiments and materials containing or referring to the Confidential Information not later than ten business days after the earlier to occur of: (a) Recipient's receipt of a written request from Company to do so or (b) one year following the disclosure of the particular Confidential Information. In addition, Recipient shall not retain any copies, extracts or other reproductions, in whole or in part, of the Confidential Information.

8. Recipient acknowledges and agrees that Company will be irreparably harmed by, and that money damages alone will not be a sufficient remedy for, any breach of this Agreement by Recipient. Accordingly, Company shall immediately be entitled to preliminary and permanent injunctive relief against Recipient for any breach or threatened breach of this Agreement, without the necessity of posting any bond, in addition to any and all other rights that it may have

at law or in equity. Company warrants that it has the lawful right to make the disclosures contemplated under this Agreement.

9. Recipient does not acquire any intellectual property rights under this Agreement except the limited right to use the Confidential Information as set out in Section 2 of this Agreement. More specifically, nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in Recipient any right, title, interest or license in or to the inventions, patents, technical data, computer software, software documentation or any other intellectual property of the other party.

10. Neither party has an obligation under this Agreement to purchase any service or item from the other party. No agency or partnership relationship is created by this Agreement. All additions or modifications, if any, to this Agreement must be made in writing and must be signed by both parties.

11. This Agreement shall be governed by the laws of the state of Punjab, India. Subject to the following sentence, Recipient additionally agrees to submit to personal jurisdiction in the court of competent jurisdiction within the district or county/parish in which SourceMash Technologies Private Limited has its principal office, and that all suits arising between the Company and Recipient must be brought in said courts, which will be the sole and exclusive venue for such claims. Notwithstanding the foregoing, if Recipient is registered under the laws of the People's Republic of China (including, for this purpose only, the Hong Kong and Macau Special Administrative Regions), any dispute arising out of or relating to this Agreement shall be determined by arbitration administered by the International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules (the "ICDR Rules") in force when the notice of arbitration is submitted in accordance with the ICDR Rules. The arbitral tribunal shall consist of three (3) arbitrators. Within ten (10) days after the commencement of arbitration, each party shall appoint a person to serve as an arbitrator. The parties shall then appoint the presiding arbitrator within ten (10) days after selection of the party appointees. If any arbitrators are not selected within these time periods, the ICDR shall, at the written request of any party, complete the appointments that have not been made. Such arbitrators shall be freely selected, and the parties shall not be limited in their selection to any prescribed list. The arbitration shall be conducted in the English language in the city of New Delhi, Delhi, India. The parties agree that the arbitral tribunal may award injunctive relief against any party at its discretion according to the ICDR Rules. The arbitration award shall be final and binding on all the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

12. In the event legal action, including non-adjudicative proceeding (e.g., arbitration or mediation), is necessary to enforce the terms of this Agreement, Recipient shall pay to Company the amount of any award, judgment or settlement sums due to Company plus reasonable attorneys' fees, court or arbitration costs and other expenses incurred by Company relating to such enforcement and, in addition, the reasonable value of Company's time and expenses spent for such enforcement.

13. No waiver by either party of any breach hereunder by the other party shall be deemed or construed as a waiver of such breach or the continuation of such breach or of any other breach.

14. Without the express written consent of Company, Recipient shall not analyze, reverse engineer, or disassemble any product sample(s) or prototypes supplied to it under this Agreement.

15. Any provision of this Agreement that is held invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without in any manner affecting the remaining provisions hereof or rendering that or any other provision of this Agreement invalid, illegal or unenforceable.

16. This Agreement may be executed in one or more counterparts and by facsimile or electronically transmitted signatures, each of which shall be treated as an original, so that all of which shall constitute one and the same instrument.

For "Company"

Corporate Name(s): SourceMash Technologies Private Limited

Address: F-384, Sector 91, Phase 8-B, Industrial Area, Mohali, Punjab 160071, India

By T. J. J.
(Signature of Authorized Company Representative)

Printed Authorized Representative Name: Teej Jeet

Title: Managing Director

For "Recipient":

Corporate or Individual Name: _____

Address: _____

By _____
(Signature of Authorized Representative of Recipient)

Printed Authorized Representative Name: _____

Title: _____