



Millpond Innovations
#887, 13th Main, BSK 1st Stage, 1st
Block, Srinagara, Bengaluru-560050
GST: 29ABSFM5960C1ZT
Ph:+919036027555

This Mutual Nondisclosure Agreement (the **“Agreement”**) is made as of **21/03/2022**, (the **“Effective Date”**) by and between **Millpond Innovations.**, a legal entity organized under the laws of Bengaluru, having a place of business at :#887, 2nd Floor, 13th Main, BSK 1st Stage, 1st Block, Srinagar, Bengaluru -560050 (**“Millpond Innovations”**), and GeekLurn HR Consulting Pvt Ltd Indian corporation., having a place of business at : DBS House, 26, Cunningham Road, Bengaluru, Karnataka, India -560052 (**“Company”**).

1. Purpose. Each party, its Affiliates and/or their Contractors (collectively **“Discloser”**) may disclose certain information to the other party, its Affiliates and/or their Contractors (collectively **“Recipient”**) related to Discloser’s products, services and/or technologies for the purpose of internal discussions concerning and evaluation of a potential business relationship between the parties, and, should the business relationship be established, for exchanges of information in furtherance thereof (the **“Authorized Purpose”**). Nothing in this Agreement shall: (a) obligate either party to disclose any information to the other party, (b) obligate either party to buy, sell or license any products, services and/or technology from/to the other party, or to enter into any other agreement with the other party, or (c) preclude either party from pursuing any business opportunity with any third party. Subject to the obligations of this Agreement, neither party shall be precluded from independently developing any product, service or technology.

2. Confidential Information. Millpond Innovations contemplates disclosing information related to client, client name. Project and other information pertaining to the project. The company contemplates disclosing information related to their capabilities in helping Millpond Innovations. Discloser’s **“Confidential Information”** means any and all proprietary and/or confidential data and information that it may disclose (directly or indirectly, whether in writing or other tangible form, or orally, visually, electronically or other intangible form) to Recipient (including, without limitation, data and information related to: products and roadmaps, marketing plans, strategies, business plans, finances and prices, customers, suppliers, vendors, business partners, services, soGware, hardware, research and development, methods, techniques, drawings, designs, specifications, know-how, ideas, inventions (patentable or otherwise) or patents),

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UEN : 202116127E

Geeklurn HR

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CIN : U74900KA2024PTC158419

Address

India : #450, DBS Business Centre, DBS House, 26, Cunningham Road, Bengaluru, Karnataka-560052.

Singapore : #77, High Street, # 04-10, High Street Plaza, Singapore-179433.

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which: (a) is marked as “confidential” or “proprietary” or the like when disclosed, (b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and is summarized and described as confidential in a writing that is delivered to Recipient within thirty (30) days of disclosure, or (c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure.

3. Terms for Affiliates and Contractors. “**Affiliate**” means: (a) with respect to Millpond Innovations, Millpond Innovations (the parent company of Millpond Innovations, and a legal entity organized under the laws of the Bengaluru) and any corporation or other legal entity that Millpond Innovations now or hereafter Controls, and (b) with respect to Company, any corporation or other legal entity that Company now or hereafter Controls, is Controlled by or is under common Control with; where “**Control**” means the direct or indirect ownership of more than fifty percent (>50%) of the shares or similar interests entitled to vote for the election of

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directors or other persons performing similar functions. An entity may be considered an Affiliate only when such Control exists. “**Contractor**” means a third-party contractor, agent, representative and/or advisor, which is engaged by a party or its Affiliate under a contract in which such third party provides products, services and/or technologies that relate to the Authorized Purpose. Each party shall be liable for any failure of its Affiliates, its Contractors and/or its Affiliates’ Contractors to abide by the provisions of this Agreement as if such failure was the act or omission of such party.

4. Obligations. Recipient agrees, for a period of three (3) years from the date of disclosure, not to: (a) use Discloser’s Confidential Information for any purpose, other than for the Authorized Purpose; (b) disclose Discloser’s Confidential Information to any third party, except to Recipient’s, its Affiliates’ and their Contractors’ employees who (i) have a legitimate “need to know” to accomplish the Authorized Purpose, and (ii) are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; and/or (c) reverse engineer, decompile, disassemble or otherwise analyze the underlying ideas or structure of Discloser’s Confidential Information. Recipient shall protect Discloser’s Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a like nature.

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5. Exclusions. Recipient's obligations in Section 4 above shall not apply to any data or information that it can prove: (a) is lawfully possessed or known by Recipient, prior to the time of receipt from Discloser, without use or disclosure restrictions; (b) is or becomes publicly available through no act or omission of Recipient; (c) is lawfully furnished to Recipient by a third party, after the time of receipt from Discloser, without use or disclosure restrictions; or (d) is independently developed by Recipient without use of or reference to any of Discloser's Confidential Information. Furthermore, a disclosure by Recipient pursuant to the order or requirement of a court, administrative agency or other governmental body shall not be considered a breach of this Agreement, *provided* that Recipient promptly after learning of such order or requirement shall (unless prohibited by law) notify Discloser thereof to give Discloser the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

6. As-Is Disclosures. Each Discloser warrants that it has the right to disclose the Confidential Information provided to Recipient. Except for the foregoing, no other warranties are made whether express, implied or statutory, and all Confidential Information is provided "as-is" and "with all faults". No responsibility or liability is accepted or shall be imposed upon Discloser regarding the accuracy or completeness or suitability of its Confidential Information.

7. Ownership; No Licenses. Discloser's Confidential Information, and all copies thereof, remain owned or controlled by Discloser. No licenses or other rights are granted or conferred under this Agreement, express or implied, under any patents, copyrights, trade secrets, trademarks, mask works or any other intellectual property rights.

8. Term; Termination; Effects. This Agreement shall be effective from the Effective Date until three (3) years thereafter. Either party may terminate this Agreement for any or no reason upon written notice to

the other party. Upon written request, Recipient shall return (or destroy at Discloser's option) all copies of Discloser's Confidential Information and certify in writing its compliance with this requirement, except that Recipient may retain a copy of Discloser's Confidential Information solely for archival purposes. Except for the right to use Confidential Information for the Authorized Purpose, which right terminates when this Agreement terminates, each party's rights and obligations hereunder survive termination with respect to Confidential Information that is disclosed prior to termination.

9. Remedies. Recipient acknowledges that if Discloser is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure and Discloser shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available. Recipient agrees that in the event that Discloser seeks an injunction hereunder, Recipient hereby waives any requirement for the posting of a bond or any other security.

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10. Governing Law; Export Laws. This Agreement shall be governed by and construed in accordance with the laws of Bengaluru without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved by the competent courts in Bengaluru, and the parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts; provided, however, that each party may enforce its, its Affiliates' and their Contractors' intellectual property rights in any court, and similar governing body, of competent jurisdiction, including but not limited to equitable relief. Recipient will comply with all applicable national control laws and regulations. In particular, Recipient will not directly or indirectly export, re-export, transfer or release any Confidential Information, other data or information or materials received from Discloser under this Agreement, or direct product of any of the aforesaid items, to any destination, person, entity or end use restricted or prohibited by applicable laws, without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws.

11. Miscellaneous. (A) Nothing in this Agreement shall create a joint venture, partnership or principal/agent relationship between the parties. (B) Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor of all or substantially all of the assets of the assigning party if the successor expressly assumes in writing the terms, conditions and obligations of the assigning party hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment other than in strict compliance with this Section 11(B) shall be void. (C) All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon hand delivery, upon receipt if by acknowledged facsimile communication, or upon receipt if sent by world renown overnight courier or mailed by registered or certified mail, return receipt requested, postage prepaid, to a party at its address set forth above or such other address of which a party may notify the other from time to time. (D) A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. (E) In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the economic effect of the intent of the parties in a valid, lawful and enforceable manner, or if not possible then deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement. (F) This Agreement constitutes the entire agreement regarding the subject matter hereof and supersedes all prior agreements,

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understandings and communications, oral and written, between the parties regarding the subject matter hereof. (G) This Agreement may be executed in counterparts (and may be exchanged by fax or e-mail when signed), each of which shall be deemed to be an original, and all of such counterparts shall together constitute one instrument.

IN WITNESS WHEREOF, duly authorized representatives of each party have executed this Agreement as of the Effective Date:

Millpond Innovations	GeekLurn HR Consulting Pvt Ltd
For millPOND Innovations Signature:  Authorized Signatory	Signature: 
Name: Sowmya T	Name: KAMALAPURAM SRINIVAS KALYAN
Title: Managing Director	Title: FOUNDER & MD
Date: 21/03/2022	Date: 23/03/2022



For GEEKLURN HR CONSULTING PVT. LTD.


Director

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