

## MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made as of **May 10, 2022** between **Smart Analyst India Pvt Ltd ("SAIPL")** whose offices are located at 1st Floor Plaza Tower, DLF Qutab Enclave, DLF Phase 1, Gurgaon 122002 Haryana, India and, **GeekLurn HR Consulting Pvt. Ltd.**, together with its affiliates/subsidiaries whose offices are located at **450-DBS House, 26-Cunningham Road, Bengaluru, Karnataka, India - 560052** ("GeekLurn"), (each a "party" and together "parties").

In order to pursue the mutual business purpose (the "Business Purpose") including providing research and analysis services, or any other business or professional arrangement or transaction, [OTHER PARTY] and SAIPL recognize that there is a need to disclose to one another certain confidential information of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In this agreement "**Confidential Information**" means and includes all information and intellectual property whether commercial, financial, technical or otherwise, of the Disclosing Party in whatever form, together with all analyses, compilations, data, studies or other documents prepared by the Receiving Party which are derived from or in connection with such information or which contain or are based in whole or in part upon such information, the fact that such information has been made available, that discussions concerning the Business Purpose are taking place and that this agreement has been entered into;

In consideration of the other party's disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including other information which the disclosing party identifies in writing as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information").

2. Each party agrees (i) to hold the other party's Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.

**3. Confidential Information will not include information which:**

(i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public;

(ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;

(iii) is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure;

(iv) is information which the receiving party can document was independently developed by the receiving party;



(v) is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure; or

(vi) is disclosed with the prior written consent of the disclosing party.

4. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof, as well as destroy all soft copies of the party's Confidential Information.

5. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information except as specified in this Agreement.

6. Each party acknowledges that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. This Agreement will be construed, interpreted, and applied in accordance with the laws of the Gurgaon & Haryana & India (excluding its body of law controlling conflicts of laws). Subject to terms and conditions regarding the removal of Confidential Information as set forth under Section 4, this Agreement are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

8. This Agreement will remain in effect for **36 months** from the date of the last disclosure of Confidential Information, at which time it will terminate; provided however, that the obligation with respect to confidentiality set forth herein will survive the termination of this agreement.

9. During the term of this Agreement, each party agrees that they will not (i) seek to solicit or recruit or employ any person or entity employed by either party or its subsidiaries, and (ii) encourage any customers, clients, partners, prospects, vendors, to terminate or adversely alter their relationship with either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

For **SmartAnalyst India Pvt Ltd.**

Name: Amandeep S Kalsi

Signature:

Date:

For: **GeekLurn HR Consulting Pvt. Ltd**

For **GEEKLURN HR CONSULTING PVT. LTD.**  
Name: Praveen Singh V

Signature: *Praveen Singh V*

Date: 10<sup>th</sup> May 2022

Director

