



सत्यमेव जयते

<To be executed on INR 200 stamp paper if both parties are Indian>

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA12051119203787U  
 Certificate Issued Date : 07-May-2022 12:24 PM  
 Account Reference : NONACC (FI)/ kagcsl08/ Yelachenahalli/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKAGCSL0852299760094603U  
 Purchased by : GEEKLURN H R CONSULTING PVT LTD  
 Description of Document : Article 5(J) Agreement (In any other cases)  
 Property Description : NDA  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : BOSCH GLOBAL SOFTWARE TECHNOLOGIES PRIVATE LIMITED  
 Second Party : GEEKLURN H R CONSULTING PVT LTD  
 Stamp Duty Paid By : GEEKLURN H R CONSULTING PVT LTD  
 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)



Please write or type below this line

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("AGREEMENT") IS MADE ON THIS 07<sup>TH</sup> MAY, 2022;  
BY AND BETWEEN

**Bosch Global Software Technologies Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 123, Industrial Layout, Hosur Road, Koramangala, Bangalore – 560095, India (hereinafter referred to as "BGSW", which expression shall unless repugnant to the context or meaning thereof, include its successors in interests and assigns) OF THE ONE PART;

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For GEEKLURN HR CONSULTING PVT. LTD.

*Srinivas Kalyan K*

Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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AND

**GeekLurn HR Consulting Pvt. Ltd.** a company incorporated under the Companies Act, 1956/ a partnership with its registered office situated at # 450 - DBS House, 26 Cunningham Road, Bangalore, Karnataka - 560052 (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) **OF THE OTHER PART;**

BGSW and Company shall be referred to collectively as "Parties" and individually as "Party".

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of **Consulting & Staffing services ("Proposed Transaction")**;

WHEREAS Parties contemplate that with respect to Proposed Transaction, both Parties may exchange information, material and documents relating to its business, assets, finances, operations, plans and/or prospects of businesses (hereinafter referred to as "Confidential Information", more fully detailed in clause 1 herein below) that each Party regards as proprietary; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

In connection with the above, the Parties hereby agree as follows:

1. "Confidential and or proprietary Information" shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

2. Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.

3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information. Confidential Information shall remain property of Disclosing Party and may not be copied or reproduced by Receiving Party without Disclosing Party's prior written consent.

4. Within seven (7) days of a written request by the Disclosing Party, Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and/or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

5. Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable Receiving Party to enforce all the provisions of this Agreement.

6. Confidential Information, however, shall not include any information which the Receiving Party can show:



- i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
- ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
- iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
- iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.

7. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of other Party, Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to extent such disclosure is required by law, rule, regulation or legal process; *provided however*, that, to extent practicable, Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

8. "Personal Data" means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to factors specific to his physical, psychological, mental, economic, cultural or social identity.

9. Personal Data Protection. The Receiving Party agrees that it will process Personal Data only for the Purpose and in accordance with the instructions of the Disclosing Party. Each Party shall comply with the applicable privacy and data protection laws and regulations and shall take the required technical and organizational measures under such laws and regulations to protect the Personal data, against unauthorized access, unauthorized modification or passing on, in particular in case of transmission of such data in a network. Further the Receiving Party shall ensure it has retention and deletion policies to manage the information life cycle management of such Data, as Data Processor, to secure and to protect it against accidental loss or unlawful destruction.

10. The Receiving Party further agrees that it will promptly notify the Disclosing about: (a) any legally binding request for disclosure of the Personal Data by a law enforcement authority (unless prohibited); (b) any accidental or unauthorized processing of Personal Data; and (c) any requests received from an individual to whom the Personal Data relates, without responding unless authorized to do so.

11. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

12. Each Party agrees that the conditions in this Agreement and Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause other Party irreparable injury for which it would have no adequate remedy at law and further agrees that other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

13. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.

14. Both Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any Confidential Information to the other as stated in this Agreement. The Parties reserve right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.

15. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective for a period of one (01)



year, unless the Proposed Transaction is terminated earlier by either Party by giving a thirty (30) days notice, in case either Party foresees that the Proposed Transaction would not be achieved. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of three year(s) from the date of expiration. It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this Agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force for three (3) years after the termination of the binding agreement. However, it is clarified that nothing contained in this agreement acts as a promise or covenant to enter into a further definitive agreement.

16. Each Party warrants that it has the authority to enter into this Agreement.

17. All Confidential Information disclosed under this Agreement shall be provided "as is", without warranties of any kind, be it express, implied or statutory.

18. The Parties agree that the fact that discussions or negotiations between them are taking place and that this agreement is executed needs to be kept confidential as well.

19. Export Restrictions. The Receiving Party agrees to comply with national or international applicable laws, regulations, and orders, including, without limitation, those that may relate to the export of data. The receiving Party will not export, directly or indirectly, any of Disclosing Party's Confidential Information without first obtaining required export licenses and/or government approvals.

20. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

21. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and when taken together, shall be deemed to constitute one and the same agreement.

22. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the parties and none of the employees of Company shall be considered as employees of Bosch.

23. This Agreement shall be governed by laws of India and the exclusive jurisdiction of the Courts in Bangalore shall apply. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996 and as amended. All claims, arising out of a dispute between the parties, shall be referred to a sole arbitrator who shall adjudicate the dispute between the parties. The sole arbitrator shall be appointed by parties mutually. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.

24. All modifications and amendments to this agreement must be made in writing.

25. The agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

<b>Bosch Global Software Technologies Private Limited</b>		<b>GeekLurn HR Consulting Pvt. Ltd</b>	
Signature 1		Signature 1	<i>Srinivas Kalyan</i>
Name		Name	Kamalapuram Srinivas Kalyan



<To be executed on INR 200 stamp paper if both parties are Indian>

Désignation		Désignation	Founder & MD
Place		Place	Bangalore
Date		Date	7Th May 2022
Signature 2			
Name			
Désignation			
Place			
Date			



Witness 1		Witness 1	<i>Sudhakar P.</i>
Name		Name	Sudhakar Piridi
Désignation		Désignation	VP-Vendor Mgmt.
Place		Place	Bangalore
Date		Date	7 <sup>th</sup> May 2022

CONFIDENTIAL