**MUTUAL NON-DISCLOSURE AGREEMENT (CORPORATION - CORPORATION)**

This **NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is entered into on \_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) by and between:

1. **Company Name( Company Registration No.)**  and having its registered address at **Registered Address** (“**Party A**”); and
2. **Happy Slide Presentation Designs (Company Registration No: 21/151/CE/0236/2020)** a company incorporated under the laws of **Commercial Establishment under the Karnataka Shops and Commercial Establishments Act. 1961,** with its business address at **No: 204, Shanthinikethan Appartments, 3rd Main, 1st Block, Koramangala, Jakkasandra, Bangalore, 560034,** (“**Party B**”)

(each a “**Party**” and collectively the “**Parties**”).

**WHEREAS:**

1. Party A intends to deal with Party B in relation to matters directly and indirectly referred to in the Memorandum of Understanding, to be entered into between the Parties. (the “**Engagement**”).
2. The Disclosing Party (as defined below) intends to disclose the Confidential Information (as defined below) to the Receiving Party (as defined below) solely for the purpose of the Discussion. The roles of the Disclosing Party and Receiving Party are interchangeable throughout the course of this Agreement as per the definitions below.

In consideration of the Disclosing Party (as defined below) disclosing the Confidential Information (as defined below) to the Receiving Party (as defined below) and the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. CONFIDENTIAL INFORMATION**

* 1. For the purposes of this Agreement, “**Confidential Information**” shall mean information which is of a non-public, proprietary or confidential nature, disclosed by or on behalf of one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in furtherance of the Engagement, including, but not limited to:

1. the fact that discussions and negotiations are taking place concerning the Engagement and the status of those discussions and negotiations;
2. the existence and terms of this Agreement;
3. marketing strategies, programs, plans and methods;
4. pricing policies, product strategies, and methods of operation and other business methods;
5. technical data, specifications, network diagrams, designs, concepts, discoveries, improvements, product plans, research and development information, formulas, compilations, programs, methods, inventions, devices, systems, and techniques;
6. expansion plans, management policies and other business policies and strategies;
7. any information, findings, data or analysis derived from the Confidential Information (“**Derived Information**”);
8. any shared Personal Data (as defined under any applicable personal data protection laws; and
9. any document marked “Confidential” or “Proprietary” or “Trade Secret” (or with a similar expression), whether in written, oral, graphical, machine-readable or other form.
   1. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:
10. was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
11. becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to the Disclosing Party to maintain confidentiality;
12. is or becomes publicly available through no fault of or failure to act by the Receiving Party or its Representatives in breach of this Agreement;
13. is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Clause 2.2 hereof shall apply prior to any disclosure being made; and
14. is or has been independently developed by Representatives of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

**2. DISCLOSURE OF CONFIDENTIAL INFORMATION**

1. The Receiving Party acknowledges and agrees that the Disclosing Party’s Confidential Information is disclosed by the Disclosing Party to the Receiving Party only for the purpose of the Engagement and on condition that the Receiving Party shall maintain confidentiality of the Disclosing Party’s Confidential Information in accordance with the terms and conditions below:
2. the Receiving Party shall keep Disclosing Party’s Confidential Information secret and confidential and shall use Disclosing Party’s Confidential Information solely for the purpose of the Engagement;
3. the Receiving Party shall use all reasonable efforts to prevent, protect and avoid unauthorised disclosure, use and reproduction of the Disclosing Party’s Confidential Information by the Receiving Party’s Representatives in any event, to use the same degree of care as the Receiving Party would have taken to protect the Receiving Party’s own Confidential Information;
4. the Receiving Party shall limit the distribution of the Disclosing Party’s Confidential Information to those Representatives of Receiving Party who require it for the purpose of the Engagement;
5. if Party A is the Receiving Party, Party A may use the Derived Information for its business and project pitches, demonstrations, projects, research and development, market analysis, and other product development purposes, subject to the Derived Information being anonymised, identifying information of the Disclosing Party and its directors, Representatives, agents, and consultants (“**Representatives**”) being removed from the Derived Information, and other sensitive information of the Disclosing Party being removed from the aforesaid Derived Information; and

(c) the Receiving Party shall notify the Disclosing Party as soon as reasonably practicable upon discovery of any unauthorised use or disclosure of the Disclosing Party’s Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will use reasonable endeavours to cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of the Disclosing Party’s Confidential Information and prevent its further unauthorised use.

2.2 Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose the Disclosing Party’s Confidential Information pursuant to any governmental, judicial, regulatory or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Disclosing Party’s Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party’s business (not targeted at the Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party gives (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure.

**3. OWNERSHIP OF CONFIDENTIAL INFORMATION**

1. Nothing herein contained shall be construed as granting to the Receiving Party (and the Receiving Party shall not acquire) any license or right to use the Confidential Information other than for the Purpose or any license under or rights to any patent, copyright or other intellectual property.
2. The Disclosing Parties retain all of their rights in the Confidential Information (including any copies or extracts) and grant no licenses or rights to any Confidential Information except those expressly set forth in this Agreement. Nothing in this Agreement is intended to grant a license to or waive any rights in the Disclosing Parties’ patents, copyrights, trademarks, or any other intellectual property. The Receiving Party’s receipt of Confidential Information will not constitute notice or knowledge of any patents and the Receiving Party agrees, on behalf of itself, its Representatives, and any successors in interest to any of their patent rights, not to use or attempt to rely on, through discovery, admission in evidence or otherwise, any communications between the Receiving Party and the Disclosing Parties, or other Confidential Information governed by this Agreement as evidence of knowledge or notice of any patents or willful infringement under any applicable patent legislation or laws.
3. The Receiving Party hereby further acknowledges, agrees and undertakes to Disclosing Party that:-

(a) all communications and information, whether written, visual or oral and all other material supplied to or obtained by the Receiving Party in the course of any interaction with any Representatives of the Disclosing Parties (“**Information**”); and

(b) all patentable and non-patentable inventions, discoveries and improvements, processes and know-how, copyright works (including without limitation computer programmes), new designs and any intellectual property discovered or created by the Receiving Party in the course of his interaction with any Representatives of the Disclosing Parties or discovered or created as a result (whether directly or indirectly) of anything done by him (directly or indirectly) on any item of the Information,

shall vest and be the absolute property of Disclosing Party, and that upon the request of Disclosing Party, the Receiving Party shall execute all documents and do all such acts and things required to vest or perfect the vesting of such intellectual property rights legally and exclusively in Disclosing Party or any nominee or assignee of Disclosing Party.

1. For the purpose of this Agreement, intellectual property means: patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**4. TERM AND CONSEQUENCES OF TERMINATION**

4.1 This Agreement shall come into effect on the Effective Date and continue in full force and effect for a period of until the completion or termination of the Engagement for any reason whatsoever and for an additional period of 2 years thereafter following both scenarios (“**Term**”). Notwithstanding the foregoing, the Receiving Party’s duty to hold in confidence Confidential Information that was disclosed during the Term shall remain in effect indefinitely.

4.2 The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying the Disclosing Party’s Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or Derived Information and all other documents or materials (and all copies of any of the foregoing, including “copies” that have been converted to computerised media in the form of image, data or word processing files either manually or by image capture) based on or including any of the Disclosing Party’s Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the Engagement for any reason whatsoever; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, at the option of the Disclosing Party, may immediately destroy any of the foregoing embodying the Disclosing Party’s Confidential Information (or the reasonably non-recoverable data erasure of computerised data) and, upon request, certify in writing such destruction by an authorised officer of the Receiving Party supervising the destruction).

**5. NOTICES**

1. All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, sent by prepaid registered post, addressed to the intended recipient thereof, or by email to the intended recipient, at recipient’s address or email address set forth below.

if to Party A: ………………………………….

Attn: Legal

if to Party B: Happy Slide Presentation Design

No: 204, Shanthinikethan Appartments, 3rd Main, 1st Block,

Koramangala, Jakkasandra, Bangalore, 560034,

info@happyslide.in

or to such other address or email address as any Party may from time to time notify the others.

1. Any such notice, demand or communication shall be deemed to have been duly served (if given or made by email) immediately or (if given or made by letter) three (3) days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

**6. MISCELLANEOUS**

1. For the avoidance of doubt, nothing contained herein shall compel or oblige Disclosing Party:

(a) to supply the Receiving Party with any or all Confidential Information requested by the Receiving Party and that Disclosing Party shall be entitled at its discretion to decline to supply the Receiving Party with any part of such information; or

(b) to enter into any Engagement(s) with the Receiving Party.

1. Disclosing Party does not make any express or implied warranty or representation concerning the Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

1. Nothing in this Agreement shall impose an obligation on either Party to continue discussions or negotiations in connection with the Engagement, or an obligation on the Disclosing Parties to disclose any information (whether Confidential Information or otherwise) to the other Party.

1. This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof.
2. This Agreement can only be modified by a written amendment signed by both Parties.
3. Neither Party may assign any rights or benefits hereunder to any third party without the prior written consent of the other Party. This Agreement shall be binding upon, inure to the benefit of and be enforceable by a Party and its respective successors and assigns.
4. No failure to exercise, or delay in the exercise of, any right or remedy vested in Disclosing Party under or pursuant to this Agreement shall constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.
5. The Receiving Party acknowledges that monetary damages alone may not be a sufficient remedy for Disclosing Party in the event of any breach of this Agreement. Further, the Receiving Party hereby agrees that Disclosing Party shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available to it.
6. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons. No consent of any third party is required for any variation or termination of this Agreement.
7. This Agreement shall be governed by, and construed in accordance with, the laws of India and the Parties agree to submit to the non-exclusive jurisdiction of the courts of India as regards any claim or matter arising under this Agreement.
8. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and the Parties hereto may execute this Agreement by signing as separate counterparts.
9. In the event where no pre-existing relationship exists, the Parties agree that neither Party will be under any legal obligation of any kind whatsoever by virtue of this Agreement, except for the matters specifically agreed to herein. The Parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate further discussions and negotiations with respect to the Engagement at any time. This Agreement does not create a joint venture or partnership between the Parties. If the Engagement goes forward, the non-disclosure provisions of any applicable subsequent transaction documents entered into between the Parties (or their respective affiliates) for the Engagement shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**PARTY A**

SIGNED by

for and on behalf of

**……………………..**

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Signatory’s Name:

**PARTY B**

SIGNED by

for and on behalf of

Happy Slide Presentation Design

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Signatory’s Name: MT. Babu

Title: Director