

## NON-DISCLOSURE AGREEMENT

**Mr/Ms. V. RAMALI**, resident of Indian, Address: 18/A, Srinivasa Nagar, 1<sup>st</sup> Street, Thirunagar, Madurai-625 006 (hereinafter referred to as "RECEIVING PARTY") hereby declares **MariApps Marine Solutions Private Limited**, with office at Third Floor, MariApps House, Plot No. A2-9, Smartcity Kochi SEZ, Kakkad, Kerala – 682 042 (hereinafter referred to as "DISCLOSING PARTY")

that RECEIVING PARTY accepts the following terms and conditions on which RECEIVING PARTY will have access to Confidential Information (as defined below) in connection with the Project (as defined below).

### Definitions

**'Affiliate of DISCLOSING PARTY'** means any representative or entity authorized by the DISCLOSING PARTY to act on his behalf for the purpose of the project.

**'Confidential Information'** means all knowledge and information of whatever nature disclosed to or acquired by RECEIVING PARTY in connection with the Project directly or indirectly from DISCLOSING PARTY and/or any Affiliate of DISCLOSING PARTY to the extent that such knowledge and information at the time of disclosure or acquisition is not:

- (a) in the lawful and unrestricted possession of RECEIVING PARTY, or
- (b) part of public knowledge or literature.

**'Confidential Record'** means any document, computer software or other material containing Confidential Information. Confidential Information shall be deemed to include Confidential Record.

**'Project' and 'project work'** means the work relating to the Data Entry, training and implementation being attended to by RECEIVING PARTY.

**'Project related material' and 'project material'** means any material or documents or reports which DISCLOSING PARTY may wish to entrust to RECEIVING PARTY from time to time or any material or documents in connection with the project work being attended to by RECEIVING PARTY

**'Processing'** means discussing, scrutinizing, validating, checking veracity, correcting, improving, editing or handling the contents and / or format or style of documents and materials and contents, concepts, ideas and thoughts associated with the project related material.

### **2. Undertaking by RECEIVING PARTY**

#### **Mumbai:**

401,Olympia,HiranandaniGardens,Powai,  
Mumbai, Maharashtra-400076  
CIN: U72900MH2010PTC207711

#### **Kochi :**

3<sup>rd</sup> Floor,MariApps House,Plot No. A2-09, SmartCity Kochi SEZ,  
Kakkad, Ernakulam, Kerala – 682 042  
0484 451 6500 Fax: +9122 4001 7333

## RECEIVING PARTY undertakes:

- a. to preserve the secrecy of Confidential Information.
- b. not to use the Confidential Information for any purpose other than the processing of the Project.
- c. not to disclose Confidential Information to any third party;
- d. not to directly or indirectly disclose or divulge the Confidential Information in whole or in part to any party;
- e. not to copy or use the Confidential Information for any purpose other than the AuthorisedPurpose;
- f. not to permit any documents, electronic files and other storage media containing the Confidential Information to be copied or passed outside the control of the DISCLOSING PARTY.
- g. not to commercially use or disclose the Confidential Information or any materials derived there from to any other person or entity other than persons who have a need to have access to and knowledge of the Confidential Information solely for the Transaction authorized above.
- h. The RECEIVING PARTY may disclose Confidential Information to such persons or consultants only if such person or the consultant has executed a Non-disclosure Agreement with the RECEIVING PARTY that contains terms and conditions that are no less restrictive than these. The RECEIVING PARTY shall take appropriate measures by instruction and written agreement prior to disclosure to such persons or consultants to assure against unauthorized use or disclosure. The RECEIVING PARTY agrees to notify the DISCLOSING PARTY immediately if it learns of any use or disclosure of the DISCLOSING PARTY's Confidential Information in violation of the terms of this Agreement.

## 3. Length of Undertaking

The undertakings under clause 2 shall continue for so long as the Confidential Information in question has not:

- (a) Become part of public knowledge or literature without breach of confidence on the part of RECEIVING PARTY (including other persons and consultants mentioned in clause 2 above)
- (b) been disclosed to RECEIVING PARTY by a third party (other than one disclosing on behalf of DISCLOSING PARTY or any Affiliate of DISCLOSING PARTY) whose possession and disclosure of such Confidential Information is lawful and who was not under any secrecy obligation with respect to the same.

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## 4. Return/Destruction of Confidential Record

RECEIVING PARTY shall upon completion of the Project either destroy the Confidential Record and any copies thereof or, if so requested by DISCLOSING PARTY at the time of disclosure, return such material, within seven (7) working days from receipt of such request.

## 5. Ownership

All rights in the Confidential Information are and shall remain vested in DISCLOSING PARTY and/or an Affiliate of DISCLOSING PARTY.

The title to, ownership of and copyright and all other intellectual and industrial property rights in all drawings, specifications, computer software programs (including the source code) and other materials prepared by RECEIVING PARTY as a result of the Project work shall vest exclusively in DISCLOSING PARTY immediately upon the date of commencement of the Project or the creation of the item concerned.

## 6. Publicity

RECEIVING PARTY undertakes not to make any reference to this undertaking and/or the Project in any discussions, exchange of information, news releases, public announcements, interviews, advertising, sales promotion or any other publicity without, in each case, DISCLOSING PARTY's prior written consent.

## 7. Amendments and waivers

This undertaking shall not be amended and none of its provisions shall deem to have been waived by any act or acceptance on the part of DISCLOSING PARTY except by an instrument in writing signed by DISCLOSING PARTY or by the authorized representative of DISCLOSING PARTY.

## 8. Remedies

The RECEIVING PARTY acknowledges that if the RECEIVING PARTY fails to comply with any of its obligations hereunder, the DISCLOSING PARTY may suffer immediate, irreparable harm, for which monetary damages may not be adequate. The RECEIVING PARTY agrees that, in addition to all other remedies provided at law or in equity, the DISCLOSING PARTY shall be entitled to injunctive relief hereunder.

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## 9. Applicable Law/Dispute Settlement

This undertaking shall be exclusively governed by and construed in all respects in accordance with the laws of India. All disputes, claims and disagreements relating to or arising under or out of or in connection with the validity, interpretation or implementation of the present undertaking or any part or provision thereof, shall be subject to the exclusive jurisdiction of the Courts of Ernakulam.

## 10. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

## 11. Intellectual Property Rights

The supply of Confidential Information pursuant to this Agreement shall not be construed as the transfer of rights of ownership or other rights in respect of the Confidential Information.

## 12. Severability

If for any reason any clause or part thereof of this Agreement is found to be unenforceable, such clause or part thereof shall be deemed to be excised from the Agreement and the remainder of this Agreement shall be enforced to the fullest extent possible.

## 13. Waiver

No failure on the part of a Party to exercise and no delay by a Party in exercising any rights under this Agreement shall operate as a waiver thereof. No single or partial exercise by a Party under this Agreement shall preclude any other or further exercise of any other right.

## 14. Continuity of the agreement.

In case the Disclosing Party or the division of the Disclosing Party in which the Receiving Party is employed merges, amalgamates with or is taken over by any other firm/company, the terms and conditions of this agreement shall be continuing and binding on the Receiving party vis-à-vis the taking over/resulting firm/company, so long

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as this agreement subsists, irrespective of any merger/amalgamation or taking over by another firm/company.

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[finance@mariapps.com](mailto:finance@mariapps.com) [www.mariapps.com](http://www.mariapps.com)

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## 15. Effective date

The effective date of this undertaking is: 06.2.23\_Today Day Tuesday\_\_\_\_\_

**IN WITNESS WHEREOF** the Parties' duly authorised representatives have hereto set their hands as below.

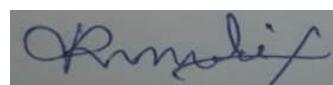
The RECEIVING PARTY:

Date: \_\_\_\_\_ Today Date\_11.04.23\_\_\_\_\_

Name: **V. Ramali**

Title:Junior Data Analyst

Signature:



The DISCLOSING PARTY:

Date: \_\_\_\_\_

Name: \_\_\_\_\_ for  
and on behalf of MARIAPPS  
MARINE SOLUTIONS PRIVATE  
LIMITED

Title:

Signature: