



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

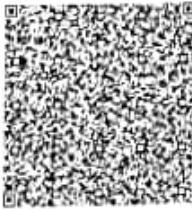
₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No.	: IN-DL91614859712497V
Certificate Issued Date	: 03-Nov-2023 04:02 PM
Account Reference	: SELFPRINT (PU)/ dl-sel// NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF48301928799789V
Purchased by	: G R G M AND COMPANY MANOJ KUMAR GUPTA
Description of Document	: Article 5 General Agreement
Property Description	: NON-DISCLOSURE AGREEMENT (NDA)
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BARGAIN TECHNOLOGIES PRIVATE LIMITED
Second Party	: ANUNTA TECHNOLOGY MANAGEMENT SERVICES LIMITED
Stamp Duty Paid By	: BARGAIN TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

₹100



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCIESTAMP.COM

IN-DL91614859712497V

Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shciestamp.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.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“**Agreement**”) is entered 3rd November 2023 (“Effective Date”)

BY AND BETWEEN

ANUNTA TECHNOLOGY MANAGEMENT SERVICES LTD., a company having its registered office at Level 2, Block B6, Nirlon Knowledge Park, Off Western Express Highway, Goregaon East, Mumbai – 400 063 (hereinafter referred to as “**Anunta**”/ “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, its parent, affiliates, successors and permitted assigns); and

AND

BARGAIN TECHNOLOGIES PRIVATE LIMITED, a company registered under the **Companies Act, 1956**, having its registered office at **C-1, 1151, VASANT KUNJ NEW DELHI South Delhi DL 110070 IN** (hereinafter referred to as “**Recipient or Vantage Circle**” which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns);

The Company and the Recipient are collectively referred to as “**Parties**” and singularly as “**Party**”.

WHEREAS:

- A. The Company is a leading company engaged in the business of providing managed virtual desktops and digital workspace technology and other information technology related services to its domestic and international clients.
- B. The Recipient is engaged in the business of providing an employee engagement solution including employee health and wellness program, employee shopping benefits and reward and recognition program. The services of Vantage Circle are accessible only to employees of corporates that have a tie-up with Vantage Circle.
- C. The Parties are trying to assess and evaluate a possible business relationship with each other (“**Authorized Purpose**”) wherein Company’s employees shall have the benefits of Employee Health and Wellness Application to the Company.
- D. In furtherance of the discussions between the Recipient and the Company regarding the Authorized Purpose, the Company may part with certain information which is Confidential Information and confidential to them.
- E. This Agreement is entered into by and between the Parties to ensure that the confidentiality of the Confidential Information (*as defined below*) is maintained and to ensure that this information is not used by the Recipient or any third-party organization or individual for purposes which can hamper the business of the Company.

NOW THEREFORE, in consideration of the mutual undertakings contained herein, the parties hereto agree as follows:

1. **CONFIDENTIAL INFORMATION**

- 1.1. The Recipient acknowledges and accepts that it will, during the time that this Agreement is in effect, gain specialized knowledge and experience with respect to the products, concepts, plans, ideas, business associations and related materials and other non-public information of the Company (in any form or medium, whether written, oral or visual), but not limited to, any information related to production or technical processes, financial or systems data, analyses, interpretations, compilations, evaluations, theories of operation, software service documents, product plans, business plans, agreements, service guides or other documents or records (collectively, "**Confidential Information**").
- 1.2. Without limiting the generality of the foregoing, Confidential Information (whether made available in written, machine recognizable, graphic, sample or electronic form) Confidential Information will include without limitation every information related to non-public commercial, technical, business or financial information, trade secrets, know-how, patent and ancillary information and other Confidential information, content, audios, videos, audio-visual content (including any conversions, transcodes, etc.), files, articles, literature, writings, documents, manuals, images, illustrations, drawings, photographs, sketches, models, design or performance specifications, analysis, compilations, studies, research, reviews, investigations, notes, business plans, business and accounting practices and records, business methods, market research, database, business tools, customer/client lists and data, enabling software, applications, source codes, object codes, websites, domain names, business processes, computer programs, processes, procedures, presentations, discussions, dialogues, scripts, creatives, media (planning and buying) plans, rates, ideas, raw and final content, design, technology, marketing, commercial knowledge, personnel/employee information, third party confidential information, information communicated or obtained through discussion, documents, negotiation and/or meeting between the Parties, any information or materials to which it gains access, directly and/or indirectly regardless of the form, format, mode or media.
- 1.3. Without limiting the generality of the foregoing, it is clarified that all documents, writings, extracts, reports, analyses, notes and working papers prepared by or on behalf of the Company by any third party shall also be deemed to form part of the Confidential Information.

2. **PROPERTY OF COMPANY:**

- 2.1. The Recipient confirms that all right, title and interest in and to the Confidential Information and any trademark, trade name, service mark, patent or copyright will be and remain vested in the Company.
- 2.2. Nothing in this Agreement will grant the Recipient any license or right of any kind with respect to the Confidential Information, other than the privilege to review and evaluate such information solely for the Authorized Purpose.
- 2.3. All Confidential Information is provided on an "as is" basis; and all representations, warranties and conditions, express or implied, including fitness for any particular purpose, merchantability and non-infringement, are hereby waived and disclaimed.
- 2.4. No Party has by virtue of this Agreement an obligation to enter into any other agreement with each other.

3. **RECIPIENT'S OBLIGATION:**

The Recipient will:

- 3.1. Safeguard and protect the Confidential Information and prevent any unauthorized access to and any reproduction, disclosure, or use of any of the Confidential Information;
- 3.2. Be responsible for all damages arising from any disclosure of all or part of the Confidential Information or any act in contravention of this Agreement by a person to whom such Confidential Information was given by the Recipient as if the disclosure were made or the act performed directly by the Recipient;
- 3.3. Not modify, tamper with, copy or reproduce any of the Confidential Information, except as necessary to carry out the Authorized Purpose;
- 3.4. Refrain from copying, reproducing, disclosing, disassembling or decompiling any software or hardware or documentation, or otherwise attempting to reverse engineer the design and function of any of the Confidential Information;
- 3.5. Not use any of the Confidential Information other than for the Authorized Purpose and for the benefit of the Company, and in strict compliance with the provisions hereof;
- 3.6. Not directly or indirectly, either during or subsequent to the term of this Agreement, disclose the existence, content, and/or substance of any of the Confidential Information to any third party, nor develop, manufacture, produce, and/or distribute any software or hardware product(s) derived from or which otherwise use any of the Confidential Information, without entering into a separate agreement with the Company;
- 3.7. Promptly return, or at the written request of the Company, destroy and certify such destruction in writing, any and all Confidential Information;
- 3.8. Permit the Company, if so required by the Company, to inspect the devices and locations where the Confidential Information is stored and interview the Recipient's personal having access to the Confidential Information. and
- 3.9. Promptly notify the Company in writing of any unauthorized use or disclosure of the Confidential Information. Such notice will include a detailed description of the circumstances of the disclosure and the parties involved.

4. **EXCEPTIONS:**

The Recipient has no obligation to maintain the confidentiality of any Confidential Information which the Recipient can demonstrate, with documentary evidence provided to the Company within 5 (five) days, that the relevant disclosure:

- 4.1.1. Was in possession of / known by the Recipient prior to the disclosure thereof by the Company;
- 4.1.2. Properly came into the possession of the Recipient from a third party which is not under any obligation to maintain the confidentiality of such information;
- 4.1.3. Was generally available publicly on or before the date of disclosure; and
- 4.1.4. Was required to be disclosed by the Recipient in accordance with applicable laws.

5. NON-COMPETITION:

- 5.1. The Recipient recognizes and understands that by virtue of having received the Confidential Information, the Recipient and Company are in a position of fiduciary trust and confidence.
- 5.2. It is the express intent of the Recipient that the Confidential Information be used solely and exclusively for the Authorized Purpose, and the Recipient will not, directly or indirectly, use the Confidential Information for its own benefit, or the benefit of any third party or for any purpose that could compete with or prejudice the actual or proposed business of the Company.

6. TERM:

- 6.1. The obligation hereunder will commence upon the date first written above and will continue in perpetuity unless terminated by the Parties. Promptly upon termination or expiration, the Recipient will return (or, at the option of the Company, destroy and certify the destruction of) all Confidential Information and will not retain any copies thereof. If the definitive agreement pertaining to Authorized Purpose is not executed within 6 months from the date of execution of this Agreement, Vantage Circle, at its own discretion, may delete or remove or destroy the information shared by Anunta. Vantage Circle shall not be held liable for any kind of loss, damage, or cost suffered by Anunta or any third party due to such deletion, or removal.
- 6.2. Notwithstanding anything mentioned in clause 6.1, the Company shall have the right to terminate this Agreement any time by providing notice to the Recipient.

7. INDEMNIFICATION AND OTHER RELIEF:

- 7.1. The provisions hereof are necessary to protect the trade, commercial and financial interests of the Parties.
- 7.2. The Recipient acknowledges and agrees that any breach whatsoever of the covenants, provisions and restrictions herein contained, including without limitation, any disclosure of the Confidential Information not in accordance with the terms of this Agreement, shall cause, and shall be deemed to be, a breach of the Recipient's fiduciary obligations to the Company which may cause serious damage and injury to the Company which cannot be fully or adequately compensated by monetary damages.
- 7.3. The Recipient accordingly agrees that, in addition to claiming damages, the Company may seek interim and permanent equitable relief, including without limitation interim, interlocutory and permanent injunctive relief, in the event of any breach of this Agreement. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever available to the Company.

8. NON-SOLICITATION:

- 8.1 During the term of this Agreement, the Recipient may not, either directly or indirectly approach or solicit any Restricted Party (as defined below) employee of the Company to leave his or her employment/business, with the Company. Notwithstanding anything herein to the contrary, the prohibitions set forth in this Clause 8.1 will not prevent the Recipient from soliciting any officer or director (i) who contacts the Recipient on his or her own initiative and without any direct solicitation prior to such person's initial contact, (ii) who contacts the Recipient as a result of a general solicitation for employment through the use of general media advertisement (including general

advertising via periodicals, the Internet and other media) or employment agencies, provided that such agencies are not directed by the Recipient to solicit directors or officers of the Company.

8.2 The Recipient may not, without the prior written consent of the Company, make any contact employee of the Company (each, a "Restricted Party") for the purpose of evaluating, negotiating or consummating the Authorised Purpose. For clarity, any contact with the Restricted Party, for the purposes of evaluating the Authorised Purpose without any specific reference to the company whatsoever or in the ordinary course of business of the Counterparty, not in connection with the Authorised Purpose and with no reference to the Confidential Information, will not require a consent.

9. NO AGENCY:

9.1. This Agreement does not create any relationship or agency between Parties of any sort whatsoever. The Parties are entering into this Agreement as client-vendor relationship wherein the Company is the intended client and the Recipient is the intended vendor.

10. GENERAL:

The following general provisions govern this Agreement:

10.1. If any provision of this Agreement be determined to be void, invalid or otherwise unenforceable, such determination will not affect the remaining provisions hereof which will remain in full force and effect;

10.2. This Agreement will be governed by and interpreted and enforced in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at Mumbai, India.

10.3. No waiver or modification of any of the provisions of this Agreement will be valid unless in writing and signed by both of the Parties;

10.4. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the Confidential Information listed above;

10.5. This Agreement may be signed by the Parties in as many counterparts as may be necessary, each of which so signed will be deemed to be an original (and each signed copy sent by electronic facsimile transmission will be deemed to be an original), and such counterparts together will constitute one and the same Agreement and notwithstanding the date of execution will be deemed to bear the date set forth above; and

10.6. Any notice or other communication required or contemplated under this Agreement shall be sufficiently given if it is in writing and delivered, telecopied or sent by pre-paid registered post or electronic mail to the addresses mentioned before. Any notice which is delivered telecopied or sent by electronic mail shall be deemed to have been given and received on the next business day following the date of delivery, telecopying or email, as the case may be. This Agreement will be governed by, and construed in accordance with, the laws of India without regard to its conflict of law principles. The Parties agree that any claims arising under this Agreement will be adjudicated in the court of competent jurisdiction in Mumbai that the courts in Mumbai will have exclusive jurisdiction in relation to any claim. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

10.7. The Company warrants that it has the right to disclose the Confidential Information disclosed by it under this Agreement without breaching any other Agreement or any Intellectual Property Rights.

10.8. The Parties have the authority and capacity to enter into this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above:

For **ANUNTA TECHNOLOGY MANAGEMENT SERVICES LTD.**

For **BARGAIN TECHNOLOGIES PRIVATE LIMITED**

Signature & Stamp:

Signature & Stamp

Print Name: Amar Salvi

Print Name: Partha Pratim Kalita Neog

Title: Sr. Vice President- HR & Training

Title: Director & CEO

Date:

Date: 03/11/2023