

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT is made on this 25 day of Aug. 2019 (hereafter referred to as "Agreement") by and between
Aays Advisory Private Limited, a company incorporated under the laws of India, having its office at D No. 1-90/7/b/38, Patrika Nagar, Madhapur, Hyderabad, Telangana, India 500018, hereinafter referred to as "the Disclosing Party" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title of the ONE PART

And Sudhir Kumar Dev, hereinafter referred to as "the Receiving Party" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title of the OTHER PART

The Disclosing Parties and the Receiving Party are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS, the Parties intend to engage in discussions related to Client specific work. In the course of such discussions and negotiations, the Disclosing Party will be disclosing to the Receiving Party certain data of a secret and proprietary nature and certain Confidential Information (defined herein below) in respect of a possible engagement (hereinafter referred to as "the Purpose"); and

WHEREAS, in this connection, the Receiving Party is willing to accept the written information regarding the Purpose on a confidential basis), as described and limited herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Disclosing Party and agrees as follows:

1. For the purposes of this Agreement "Confidential Information" means that written or other tangibly reduced information which has been marked as "confidential" under the terms of this Agreement and disclosed/furnished for and in relation to the Purpose, to the Receiving Party by the Disclosing Party viz. business, technical, financial, operational, marketing and economic information and certain data of a secret and proprietary nature including any memorandum, reports and valuations prepared by the Disclosing Party in written form
2. Unless otherwise expressly authorized by the Disclosing Party, the Receiving Party agrees not to disclose the Confidential Information to any third party save and except to its directors, officers, affiliates, employees, and agents ("Representatives") to the extent necessary and who have a need to know of such Confidential Information for the Purpose and have been informed of the confidential nature of the Confidential Information and the obligations of the Receiving Party in respect hereof and shall not use the Confidential Information for any other purpose other than the Purpose specified in this Agreement.
3. The Receiving Party shall use its best efforts to ensure that its Representatives comply with the restrictions in this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year
first above written.

[COMPANY]

By _____

By Anishuman Bhar
Title Director, Aays Advisory Private Ltd

Date _____

Date 04.08.2019

[CONSULTANT]

Sudhir Kumar Ray
05/08/19

Annexure A

Scope of Services is mentioned below. Scope of work can be changed or extended during the course of engagement with Consultant.

- The Consultant will provide services related to Data Engineering and other IT services as needed and instructed by the Company from time to time.
- The Consultant will work minimum of 45 Hrs a week and send a weekly time sheet along with the detailed breakdown of task as per the template / format provided by the Company by Sunday 9 PM of that particular week.
- The consultant will be eligible for 15 days leave in a 12 months period.
- Conflict of Interest: Under no circumstances, the dedicated resource shall not during the course of engagement with the Company be directly or indirectly engaged, concerned or interested in any other business or organization. You must notify us promptly and in writing of any interested that the dedicated resource have in any business other than the firm and all circumstances in which there is or may be a conflict of interest between you and the firm
- The Consultant will be 'on probation period' with the Company for 4 months. If the performance of the resource is not satisfactory, then Company has the right to terminate the contractual arrangement without extending the contract beyond 3 months.
- During Probation period, the monthly compensation package, which has been agreed between the Company and the Consultant is INR 75,000.
- On successful completion of the probation period, the monthly compensation package will be fixed at INR83,333.

Sudhir Kumar Rai
05/08/2019

For and on behalf of _____
Receiving Party

Sudhir Kumar Rei
(Authorized Signatory) 05/08/19

By :

Name : Sudhir Kumar Rei
Title : Consultant

For and on behalf of AAYS ADVISORY PRIVATE LIMITED
Disclosing Party

(Authorized Signatory)

By :

Name : Anshuman Bhar
Title : Director

4. The Receiving Party, upon Disclosing Party's written request shall promptly return or destroy all the Confidential Information received, save to the extent that the Receiving Party is required to retain any such Confidential Information by any applicable law, rule or regulation or by any applicable judicial, governmental, supervisory or regulatory body or in accordance with its internal policy, or where the Confidential Information has been disclosed under paragraph 6 below.
5. Notwithstanding any other provisions of this Agreement each Party acknowledges that the Confidential Information does not include any information which:
 - (a) Which is in the public domain or comes into the public domain through no wrongful act on the part of the Receiving Party ; or
 - (b) is already known to the Receiving Party and/or its Representatives, professional advisers, service providers and external auditors at the time of disclosure by the Disclosing Party; or
 - (c) is received by the Receiving Party and/or its Representatives on a non-confidential basis;
 - (d) is received by the Receiving Party and/or its Representatives from a third party without breach of this Agreement; or
 - (e) is independently developed by the Receiving Party and/or its Representatives without breach of this Agreement; or
 - (f) is approved for release by written authorization of the Disclosing Party; or
 - (g) is required to be disclosed by applicable law or regulations, order of the court of competent jurisdiction or an appropriately empowered governmental, statutory or regulatory agency.

6. Data Privacy

In any case where Receiving Party will, as part of the performance of its Services hereunder, access, handle or use any data that relates to or identifies any natural person ("personal data") owned by Disclosing Party or by an Disclosing Party client, Receiving Party will (a) Access, handle, and use such personal data only as needed in order to perform its Services under this Agreement or in order to comply with applicable laws or court orders; (b) Follow any instructions provided by Disclosing Party relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, and disclosure of personal data; (c) Notify Disclosing Party immediately in the event of any breach of the security of such personal data, and cooperate with Disclosing Party and/or an Disclosing Party client in any post-breach investigation or remediation efforts; (d) Notify Disclosing Party promptly in the event that Receiving Party is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such personal data to any person other than Disclosing Party, an Disclosing Party client, or another subcontractor expressly approved to receive such personal data by Disclosing Party or an Disclosing Party client; and (e) Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from Disclosing Party.

7. Ownership

All tangible or intangible materials prepared by Receiving Party for Disclosing Party or any other material provided by Disclosing Party to Receiving Party for rendering Services pursuant to this Agreement shall be owned solely and exclusively by Disclosing Party. Receiving Party hereby assigns to Disclosing Party all rights in tangible or intangible materials prepared by Receiving Party in relation to rendering the services pursuant to this Agreement, (including without limitation, any Inventions, patents, copyright, trade secret, trademarks and design rights therein). Receiving Party further shall disclose to Disclosing Party all discoveries, inventions, ideas or techniques ("Inventions") made by Receiving Party, its employees and agents in carrying out the Services hereunder, provided that either the conception or reduction to practice occurs during the term hereof and in carrying out the Services hereunder. All such Inventions and work product shall be the exclusive property of Disclosing Party. Receiving Party will acquire from its employees and agents who may carry out the Services under this Agreement all such rights as may be necessary so that Disclosing Party will receive the rights hereby agreed to be conveyed and vested in it, free of any claims of such employees and agents. The Receiving Party retains no rights to use the work product or the inventions provided by it hereunder or the Inventions and agrees not to challenge the validity of Disclosing Party's and its affiliates' ownership of such work product or Inventions.

8. Indemnification

Receiving Party shall indemnify and hold Disclosing Party and its affiliates, and, employees, harmless from and against any claims, demands, loss, damage or expense: (a) related to the gross negligent or willful acts of Receiving Party, its employees and agents; or (b) related to claims by any employees or agents of Receiving Party except for claims based on Disclosing Party's willful misconduct or gross negligence. The indemnities provided under this Agreement shall be capped to the extent of Fees received from the Disclosing Party for a period of 1 year in pursuant to this agreement.

9. This Agreement shall come into effect on the date of execution of this Agreement and shall remain in effect for two (2) year from the date of execution of this Agreement.
10. The rights and/or obligations under this Agreement may not be assigned by any Party without the prior written consent of the other Party.
9. This Agreement shall be governed by and construed in accordance with the laws of India and the competent courts in Delhi shall have non-exclusive jurisdiction in relation to all matters arising out of or in connection with this Agreement.
10. No amendments or modifications to this Agreement shall be valid unless agreed to in writing and duly signed by the Parties.
11. Each Party represents and warrants that the person executing this Agreement on behalf of such Party is duly authorized to execute this Agreement for and on its behalf.
12. If any provision(s) of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provision(s) of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized signatories.

with each invoice. Payment will be made only for actual hours worked by the consultant as mentioned in the time sheet.

Company wishes to contract for a period of 12 months after contract is signed, post which the contract can be extended on mutual agreement. The Company will settle the invoice within 10 working days from the day of receipt.

Consultant shall not be entitled to any other compensation for the Services. It is expressly understood that Consultant shall have no interest in or claim to any billings by Company to its clients for services that may be generated in connection with the Services. Consultant will submit monthly invoices along with Timesheet on the 15th day of the month. Payment on satisfactory invoices shall be made latest 10 days from the date when invoice is received by Company.

5. Expenses

Company shall reimburse Consultant for business expenses. All expenses shall be reasonable, actual, authorized, out-of-pocket expenditures incurred in connection with the Services. Out-of-town travel shall require advance approval by Company. Notwithstanding anything to the contrary, any expenses to be reimbursed by Company must be supported by valid receipts and be submitted through approved expense claim forms.

6. Consultant's Covenants, Representations and Warranties

Consultant covenants, represents and warrants to Company as follows: (a) it has the skill and expertise to provide the Services on the terms set out in the Agreement; (b) Consultant will comply at all times with all applicable laws and regulations of any jurisdiction in which Consultant acts; (c) Consultant, its employees and agents will comply with all applicable Company standards and shall carry out the Services in a manner consistent with the ethical and professional standards of Company; (d) the Services and work product provided by it will, at a minimum, be provided in a timely, workmanlike and professional manner and in accordance with the timeframes, directions and criteria as stipulated herein or otherwise provided by Company; (e) it shall exclusively use the tangible or intangible material provided by Company for rendering the Services contemplated under this Agreement; and (f) Consultant is appropriately authorized to perform its obligations hereunder, shall obtain all necessary registrations, licenses and consents and shall pay all wages, benefits, taxes, contributions and fees in respect of its employment of resources; Consultant will provide Company satisfactory evidence of the foregoing upon request (g) Consultant represents and warrants that it is aware of, understands, has complied with, and will comply with, all applicable laws (h) Consultant will comply with applicable laws, rules, ordinances and regulations of India and the state designated in the governing law provision below, and with any other jurisdiction in which it acts. In no event shall Consultant be obligated under this Agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.

7. Confidentiality

Consultant may have access to information that may relate to Company's and/or its client(s)' past, present, or future research, development, or business activities and any proprietary products, materials, services, or technical knowledge, and is regarded as confidential or proprietary by

CONSULTANT AGREEMENT

NOW WITNESSETH THAT FOR AND IN CONSIDERATION OF THE PREMISES AND
MUTUAL AGREEMENTS CONTAINED HEREIN COMPANY AND CONSULTANT
AGREE AS FOLLOWS:

1. Consultant's Engagement

- (a) Company engages Consultant and Consultant agrees to be so engaged on the terms and conditions set forth in this Agreement to perform all the services. The scope of Consultant's services ("Services") is mentioned in **Annexure A**.
- (b) Consultant shall perform the Services with standards and criteria acceptable to Company. In performing the Services, Consultant shall maintain liaison with Anshuman Bhar or such other Company representative as Company may designate.
- (c) Consultant will make himself available to Company to perform the Services. There shall be no substitution for the person(s) named above without Company's prior written consent.

2. Independent Contractor Status

Consultant shall be an independent contractor and Consultant acknowledges, and confirms to Company, its' status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. Consultant will be solely responsible for payment of any and all taxes and insurance. .

3. Power to Act on Behalf of Company

Consultant and its employees and agents are not authorized and shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Company except as Consultant may be expressly authorized in advance in writing from time to time by Company and then only to the extent of such authorization.

4. Fees

4. FEES Company shall pay Consultant a fixed price basis based on the actual time spent as mentioned in Annexure A. Consultant will be required to submit the time sheets of actual work hours along

Company ("Confidential Information"). In connection therewith, the following apply: (a) Confidential Information may be used by Consultant only to assist Consultant in connection with the Services; (b) Consultant will protect the confidentiality of the Confidential Information in the same manner that Consultant protects its own confidential information of like kind; (c) access to the Confidential Information shall be restricted to Consultant and Consultant employees on a need to know basis and Consultant shall not disclose Confidential Information to any third party; and (d) Confidential Information may not be copied or reproduced without Company's prior written consent. Consultant shall give prompt notice to Company of any unauthorized use or disclosure of the Confidential Information. The foregoing restrictions shall not apply to information that: (e) is previously known to Consultant (as established by Consultant's written records); (f) is acquired by Consultant from a third party which is not, to Consultant's knowledge, under an obligation to Company not to disclose such information, or (g) which is or becomes publicly available through no breach by Consultant of this Agreement. Unless otherwise expressly authorized in writing by Company, all Confidential Information made available to Consultant, including copies thereof, shall be returned to Company upon termination of this Agreement or request by Company. The obligations set forth herein shall survive termination or expiration of this Agreement or the Services.

8. Data Privacy

In any case where Consultant will, as part of the performance of its Services hereunder, access, handle or use any data that relates to or identifies any natural person ("personal data") owned by Company or by an Company client, Consultant will (a) Access, handle, and use such personal data only as needed in order to perform its Services under this Agreement or in order to comply with applicable laws or court orders; (b) Follow any instructions provided by Company to Consultant relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, and disclosure of personal data; (c) Notify Company immediately in the event of any breach of the security of such personal data, and cooperate with Company and/or an Company client in any post-breach investigation or remediation efforts; (d) Notify Company promptly in the event that Consultant is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such personal data to any person other than Company, an Company client, or another subcontractor expressly approved to receive such personal data by Company or an Company client; and (e) Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from Company.

9. Ownership

All tangible or intangible materials prepared by Consultant for Company or any other material provided by Company to Consultant for rendering Services pursuant to this Agreement shall be owned solely and exclusively by Company. Consultant hereby assigns to Company all rights in tangible or intangible materials prepared by Consultant in relation to rendering the services pursuant to this Agreement, (including without limitation, any Inventions, patents, copyright, trade secret, trademarks and design rights therein). Consultant further shall disclose to Company all discoveries, inventions, ideas or techniques ("Inventions") made by Consultant, its employees and agents in carrying out the Services hereunder, provided that either the conception or reduction to practice occurs during the term hereof and in carrying out the Services hereunder. All such Inventions and work product shall be the exclusive property of Company. Consultant will acquire from its employees and agents who may carry out the Services under this Agreement all such rights as may be necessary so that Company will receive the rights hereby agreed to be

conveyed and vested in it, free of any claims of such employees and agents. The Consultant retains no rights to use the work product or the inventions provided by it hereunder or the Inventions and agrees not to challenge the validity of Company's and its affiliates' ownership of such work product or Inventions.

10. Indemnification

Consultant shall indemnify and hold Company and its affiliates, and, employees, harmless from and against any claims, demands, loss, damage or expense: (a) related to the gross negligent or willful acts of Consultant, its employees and agents; (b) related to any claim that Consultant or its employees or agents is or are not an independent contractor(s); or (b) related to claims by any employees or agents of Consultant except for claims based on Company's willful misconduct or gross negligence.

11. Term and Termination

The term of this Agreement will be for a period of 12 months. Company or Consultant may immediately terminate this Agreement, the Services for any reason, with or without cause, by providing thirty (30) days prior notice. Upon Company's termination without cause, Company shall be responsible for undisputed amounts for Services performed and authorized business expenses incurred prior to the effective termination date. In no event, shall Company be responsible for any other charges or fees. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach. In the event of a breach of any of the representations, warranties, or covenants in Section 6, Company may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, terminate this Agreement immediately.

The Consultant shall not on its own account or in connection with any other person or firm, directly or indirectly, either during the term of this Agreement or for a period of one (1) year thereafter, engage in any Competitive Business, which is similar to existing business operations of Company or any of its subsidiaries within any country or hold any interests in the capital stock of any corporation, exceeding five percent (5%) of the outstanding capital stock of a corporation. However, the Consultant is not restricted to provide advisory or consulting services to any other Company.

13. Miscellaneous

This agreement is governed by the laws of India and the parties submit to the exclusive jurisdiction of the Indian courts. This Agreement may not be modified or amended except by the mutual written agreement of the parties. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of this Agreement shall not be affected. This Agreement is the exclusive and entire agreement between the parties relating to its subject matter, and supersedes all prior and contemporaneous discussions, agreements, negotiations, representations, and proposals relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute but one and the same instrument. In the event of conflict or inconsistency between the terms and conditions of this Agreement and an attachment or annex, the Agreement shall prevail.