

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, dated 12 April 2022 , is made between TREXO GLOBAL PRIVATE LIMITED., a company incorporated under the Indian Companies Act, 2013 and having its registered office at 9 Cherry Street, Malibu Towne, Gurgaon, Haryana 122018 (hereinafter referred to as "TREXO GLOBAL" which expression shall include its successors and permitted assigns) AND REDGRAPE TECHNOLOGIES PRIVATE LIMITED a Pvt Ltd. company incorporated under the [Indian] Companies Act, 2013 with its registered office at C-401 Happy Home Apartment, sector-7 Plot-12A, Dwarka, New Delhi- 110075 (Hereinafter referred to as the "Company" which expression shall include its successors and permitted assigns).

WHEREAS, in view of a possible business relationship (the "Transaction") between TREXO GLOBAL (or one of its affiliates, subsidiaries, or parent or its affiliates or subsidiaries) and Company (or one of its consultants, affiliates, subsidiaries, or parent or its consultants, affiliates or subsidiaries), the parties have agreed to exchange certain information concerning their businesses, assets, operations, and personnel; and

NOW, THEREFORE, in consideration for, and as a condition to, the furnishing of such information, the parties hereby agree as follows:

1. Each of the parties (i) acknowledges the confidential and proprietary nature of the Confidential Material (as defined below) and (ii) agrees to hold and keep the same confidential as provided in this Agreement and to take all reasonable measures at its own expense to restrain its Representatives from prohibited or unauthorised disclosure or use of the Confidential Material for a period of three years from the date of signing of this Agreement.

2. For the purposes of this Agreement, "Confidential Material" shall include, but shall not be limited to, all information financial technical or otherwise, data, reports, intellectual property information, trade secrets, analysis, compilations, studies, projections, forecasts, records, and other materials (in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise), that contain or otherwise reflect information concerning the parties or their affiliates or subsidiaries or Confidential Material of third parties, including existing and future clients of Disclosing Party, as the case may be, and that (i) are provided to either party or its representatives (the "Recipient") in connection with the Transaction by or on behalf of, or concerning, the parties or their affiliates or subsidiaries, as the case may be (the "Disclosing Party"), whether prepared by the Disclosing Party and/or its advisors, agents, or otherwise, or (ii) are prepared by the Recipient, its representatives, or others and that contain or otherwise reflect or are based upon, in whole or in part, any such Confidential Material.

3. All Confidential Material delivered under this Agreement:

a) shall be maintained in confidence and may only be disclosed to those employees of the Recipient who need to know the same for the sole purpose of evaluating the Transaction; and

b) shall not be used by the Recipient or its employees for any purpose other than in connection with the Transaction or with the express prior written permission of the Disclosing Party.

For Redgrape Technologies Pvt. Ltd.

Rajesh Malleh

Director

Redgrape Technologies Private Limited

CIN : U72200DL2017PTC310093



201, Kartik Plaza, Ambrahi Village,
Sector-19, Dwarka, New Delhi-110075



+91 11 49044122



Info@redgrape.tech



www.redgrape.tech

Web & Mobile Apps | Customized Software | Cloud | Automation & Robotics | Open Source Software Support & Consulting

For the purposes of this Agreement only, "employees" include employees, agents, representatives, directors, advisors, and consultants of a party. A "need to know" means that the employee requires the Confidential Material to perform his or her responsibilities in connection with the Transaction.

4. In addition, without the prior written consent of the other party, neither party nor any of its respective employees will (i) disclose to any third party or (ii) make, directly or indirectly, any public comments, statements, or communications concerning the following: (a) that the Confidential Material has been made available to it, or is being furnished by it; (b) that discussions or negotiations are taking place concerning the Transaction; or (c) any of the terms, conditions, or other facts concerning any such Transaction, including the status thereof or any termination thereof.

5. The obligations in clauses 3 and 4 above shall not apply, however, to any information that:

- a) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the Recipient or its employees;
- b) is lawfully in the Recipient's possession, without an obligation of confidentiality, prior to receipt hereunder;
- c) is received independently by the Recipient from a third party who was free to disclose such information to the Recipient lawfully; or
- d) is independently developed by the Recipient without the use of Confidential Material as evidenced by the Recipient's business records; or
- e) if made in response to a valid order of a court or authorised agency of government; provided that notice is given promptly to the Disclosing Party so that it may seek a protective order and/or engage in other efforts to minimise the required disclosure.

6. Confidential Material shall not be deemed in the public domain merely because any part of the said information is embodied in general disclosures or because individual features, components, or combinations thereof are now or become known to the public.

7. Confidential Material, including permitted copies, shall remain the property of the Disclosing Party. Within thirty (30) days of a written request by the Disclosing Party, the Recipient shall return all Confidential Material and all copies of the same to the Disclosing Party. The Recipient shall certify in writing that it has satisfied its obligations under clause seven upon a written request by the Disclosing Party.

Notwithstanding the return of such Confidential Material and copies thereof, the Recipient, together with its employees, shall continue to be bound by the provisions of this Agreement.

8. The Company agrees not to solicit, nor attempt to appeal, the services of any employee or contractor of TREXO GLOBAL that they meet directly or indirectly during the course of our interaction on or off TREXO GLOBAL premises for a period of three years from the date of this Agreement, without the prior written consent of TREXO GLOBAL.

For Redgrape Technologies Pvt. Ltd.
Rajesh Mallah
Director

9. The company shall ensure that its personnel, employees, representatives and agents engaged under this Agreement shall abide by the TREXO GLOBAL' Supplier Code of Conduct.

10. Any information that either party provides to the other, knowing or not knowing it to be confidential information of a third party, shall take appropriate measures to secure for itself and the other party a right to possess and use such Confidential Material of such third party and that the Disclosing Party shall indemnify and keep indemnified the Recipient against any losses or claims that may be made by such other third party against the Recipient for breach of confidentiality by either of the parties or for breach of data secrecy or otherwise. Further, the Recipient shall not be obligated to ensure or verify the confidentiality of any such information provided to it by the Disclosing Party. The Disclosing Party shall ensure that it maintains its confidentiality obligations towards any third parties for itself and the Recipient.

11. The parties agree that the conditions in this Agreement and the Confidential Material 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 the other party irreparable injury for which it would have no adequate remedy at law, and further agrees that each 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.

12. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, arrangements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both the parties. Any party may not assign this Agreement without the prior written consent of the other party. This Agreement shall be exclusively governed by and construed by the laws of India, and the parties hereby submit to the exclusive jurisdiction of the courts of Gurgaon.

13. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.

14. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected. They shall remain in full force and effect to the fullest extent permitted by applicable law.

15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute the same agreement.

IN WITNESS, the parties have caused this Agreement to be executed by their duly authorised representatives as of the date first specified above.

For and on behalf of TREXO GLOBAL Pvt. Ltd.,

by Mandeep Singh Baweja,
CEO & Co-founder

For and on behalf of the

Redgrape Technologies Private Limited

For Redgrape Technologies Private Limited
Rajesh Mallah
Director

by Rajesh Kumar Mallah

Director- Redgrape Technologies



Under the potential strategic partnership between the firms TREXO GLOBAL PRIVATE LIMITED and REDGRAPE TECHNOLOGIES PRIVATE LIMITED, C-401 Happy Home Apartment, sector-7 Plot-12A, Dwarka, New Delhi- 110075 you have been engaged in the internal/ external reviews, discussions, and a potential product development project.

This Project is a compassionate and strategic project that will require the highest adherence to standards of confidentiality and non-disclosure on the part of all its project team members, both during and after its conclusion.

Please note that information on TREXO GLOBAL PRIVATE LIMITED systems and processes are TREXO GLOBAL PRIVATE LIMITED Proprietary and Confidential information as outlined in our Policies and Code of Conduct. This agreement reiterates your obligation of confidentiality and confirms your commitment to abide in letter and spirit.

You are thus required to treat and maintain in confidence all information you come across in connection to this Project. You cannot disclose and pass on any information relating to the Project (including documents, e-mails, summaries of conversations, meeting notes, codebases, code documentation, architecture documents, or the like) to anyone other than Project team members or other individuals upon the specific written instruction of TREXO GLOBAL PRIVATE LIMITED. The same can only be done on a need to know basis. You cannot involve any other contractor, third party, or employee without the express written instruction of the management. Further, you cannot initiate contact with (or respond to questions from) third parties, such as vendors, customers, press or industry contacts, in connection with the Project without prior approval from TREXO GLOBAL PRIVATE LIMITED.

If there is any question regarding sharing information under this Project, you should contact and seek guidance from TREXO GLOBAL PRIVATE LIMITED.

In addition, to curtail any potential for inadvertent disclosure, you are expected to secure all documentation you receive or send while being engaged in the Project. Violation of the above rules and general confidentiality principles will be deemed a violation of the TREXO GLOBAL PRIVATE LIMITED Code of Conduct.

This agreement does not supersede and/or create conflict, in any manner, with the current terms of your engagement, and all other policies and procedures that govern your engagement with TREXO GLOBAL will continue to apply.

Please sign below to indicate that you have read, understood, and agreed to abide by the terms stated herein. Thank you in advance for taking this and other confidentiality measures to secure and support the Project.

For and on behalf of TREXO GLOBAL Pvt. Ltd.,

by Mandeep Singh Baweja,
CEO & Co-founder

For and on behalf of the
REDGRAPE TECHNOLOGIES PRIVATE LIMITED

For Redgrape Technologies Pvt. Ltd.

Rajesh Mallah

by Rajesh Kumar Mallah Director
Director, Redgrape Technologies.