

Inter Company Confidentiality Agreement

Confidentiality Agreement between DAKSHA ONLINE SERVICES PVT LTD and a third party company/organization/individual.

This Agreement is entered into between third party as mentioned in the e-mail in which this particular document is attached hereinafter called as "Discloser", and DAKSHA ONLINE SERVICES PVT LTD, headquartered at 401, Aruna Towers, 6-3-661/10/1&2, Sangeet Nagar, Somajiguda, Hyderabad - 500082, hereinafter called as "Recipient".

The Parties' objective with this Agreement is to provide protection for confidential information (Information) communicated between the parties. The parties agree that the following terms shall apply to the disclosure of Information by 'Discloser' to 'Recipient'.

1. Disclosure

Information will be disclosed either:

- in writing;
- by delivery of items;
- by initiation access to Information, such as may be in a data base; or
- by verbal or visual presentation.

Information shall be marked with a restrictive legend reading "Confidential Information" of the Discloser. If Information is not marked with such legend or is disclosed verbally, the Information should be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own information that it does not wish to disclose, publish or disseminate; and
- use the Discloser's Information only for the purpose for which it was disclosed.

The Recipient may disclose Information to:

- any of its employees on a "need to know" basis who has a need to know, and- for the same purpose only - to employees of any legal entity that it controls, that controls it, or with which the Recipient is under common control. Control means to own or control, directly or indirectly, over 50% of voting power; and
- any other party with the Discloser's prior written consent.

All such third parties are covered by the term Recipient in this Agreement

Prior to the disclosure of Information by the Recipient, the Recipient shall enter into a Confidentiality Agreement with such employee(s) or other party in order to safe guard that Information will be treated in accordance with this Agreement.

The Recipient may disclose Information to a third party to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two (2) years following the initial date of disclosure.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- already in its possession without a confidentiality obligation;
- developed independently;
- obtained from a source other than the Discloser without a confidentiality obligation;
- publicly available when received, or thereafter publicly available through no fault of the Recipient; or
- disclosed by the Discloser to another person without a confidentiality obligation.

5. Disclaimers

The Discloser provides the Information without warranties or guarantees of any kind.

The Discloser shall not be held liable for any damages arising out of the use by the Recipient of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it, grants to the Recipient any right or license under any trademark, copyright, patent or other industrial right now or subsequently owned or controlled by the Discloser or any other company under common control with the Discloser.

6. General

This Agreement does not create any obligation for either party to disclose or to receive Information.

Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent from the other party. Any attempt to do so is a serious breach of this Agreement and will result in claims for compensation.

The receipt of Information under this Agreement will not - unless specifically agreed in writing on a case by case basis - limit the Recipient from:

- providing to others products or services which compete with or may be competitive with products or services of the Discloser; or
- assigning its employees in any way it may choose.

The Recipient shall comply with all applicable export and import laws and regulations in connection with the use of the Information.

Only a written agreement signed by both parties can modify or amend this Agreement.

Either party may terminate this Agreement by giving one (1) month's written notice to the other party.

Any term of this Agreement, which by its nature extends beyond the termination of this Agreement, shall remain in effect until fulfilled, and shall apply to either party's respective successors or assignees.

The parties consent to the application of the laws of India, excluding its conflict of law rules, for the solving of any dispute relating to this Agreement. Any dispute, controversy or claim arising out of, or in connection with, this Agreement or the breach, termination or invalidity thereof, shall be finally settled in accordance with Provisions of Indian Arbitration and Conciliation Act, 1996.

Each party shall appoint one arbitrator who will jointly appoint the chairman. If they cannot agree on the chairman, then the chairman will be appointed under the provisions of the Arbitration and Conciliation Act, 1996

Arbitration will take place, in Bengaluru; the language of the proceedings will be English.

This Agreement is the complete and exclusive agreement regarding the parties disclosure of Information, and replaces any prior oral or written communications between the parties. By signing below, each party agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Third party details of whom are listed in the e-mail containing this agreement.

Agreed to:

Daksha Online Services Pvt. Ltd.
401, Aruna Towers, 6-3-661/10/1&2
Sangeet Nagar, Somajiguda,
Hyderabad, AP
India
Pin Code: 500082
Registration number: U72200AP2011PTC077834
PAN: AAECD0496J
Service Tax No: 36146659887

By



For **DAKSHA ONLINE SERVICES PVT. LTD.**

Raja Sekhar Upputuri
DIRECTOR

Authorized Signature

Mr. Raja Sekhar Upputuri
Director, Daksha Online Services