



# TRIDINDIA

IT TRANSLATION SERVICES PVT. LTD.

ISO 9001: 2015 | NSIC Certified | MSME Certified

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Date : 12-02-2019

## CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION AGREEMENT

THIS CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT dated 2019/02/12, is made by and between FROST & Sullivan JAPAN KK, a company incorporated under the Companies Act, and having its office Tokyo, Japan, Akasaka Park Building, 5-2-20 Akasaka, Minato-Ku, Tokyo 107-6123 Japan (hereinafter referred to as the "Disclosing Party" which expression shall include its successors and permitted assigns).

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Tridindia IT Translation services Pvt. Ltd. having its registered office at Second Floor, Plot-19, Sector-5, Rajendra Nagar, Sahibabad, Near Rajendra Nagar Metro Station (U.P.) - 201005 (hereinafter referred to as "Receiving Party" which expression shall include its successors and permitted assigns)

**WHEREAS** the company and individual are desirous of entering into discussions (the "Discussions") concerning a potential business relationship (the "Purpose"); and

**WHEREAS**, in the course of such Discussions each party may disclose information to the other party which the disclosing party considers to be proprietary and confidential

**NOW THEREFORE** in consideration of the premises and the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually admitted, the parties hereto agree as follows.

1. During the course of the Discussions and relationship described above each party agrees that information furnished by one party (the "Disclosing Party") to the other (the "Receiving Party"), including all intellectual property, marketing concepts, and financial, trade and other information (including market analysis and projections) concerning the Disclosing Party and its subsidiaries, its and their personnel, assets and operations, all documentation and any copies thereof relating to any of such information, whether in oral, written, graphic, electronic or other tangible form, shall be considered, for purposes of this Agreement, **"Confidential Information"**. That the parties are considering the Purpose or other related transactions and the existence of this Agreement shall also be considered **"Confidential Information"**.

2. During the course of the Discussions and relationship described above each party agrees that information furnished by the Disclosing Party to the Receiving Party about the identity of other company(s) that is being considered for engagement in a business relationship by the Disclosing Party shall remain confidential. The Receiving Party, under any circumstance without prior written approval by the Disclosing Party, may not contact, solicit or make apparent to the potential company being considered here any relationship between the Disclosing Party and the Receiving Party. The Receiving Party shall not attempt to or begin any working or non-working relationship with the potential company being considered here. The Receiving Party may not contact the potential company being considered here for an additional period of One (1) year from the signing of this Agreement.



3. The Receiving Party acknowledges that the Confidential Information received by it is confidential and a valuable asset of the Disclosing Party and is and at all times shall remain the exclusive property of the Disclosing Party. The Receiving Party shall not have proprietary rights to any intellectual property, marketing ideas/concepts, material, lists, reports or other documents prepared by the Disclosing Party or any subsidiary thereof that contains any Confidential Information and all such material, lists, reports or documents belongs, *vis a vis* the Receiving Party, to the Disclosing Party. All applicable rights, copyrights, trade marks and trade secrets in the Confidential Information are and will remain, *vis a vis* the Receiving Party, the exclusive property of the Disclosing Party.
4. The Receiving Party shall maintain all Confidential Information in strict confidence and shall not directly or indirectly provide any other party access to the Confidential Information provided to it by the Disclosing Party except as required by applicable law, regulation or legal process. Without limiting the generality of the foregoing "providing access" includes disclosure, sale, copying, dissemination, publishing, broadcasting or reproductions by any means whatsoever.
5. The Receiving Party shall use the Confidential Information provided to it by the Disclosing Party only for the Discussions and the Purpose unless otherwise approved by the Disclosing Party in writing. Forthwith upon the earlier of the termination of the Discussions or the execution of definitive documentation between the parties with respect to the Purpose, each party shall forthwith return to the other all Confidential Information and copies thereof provided to it by the other.
6. The Receiving Party shall safeguard the Confidential Information as if it were its own highly confidential information and will limit the disclosure of such Confidential Information to its authorized personnel including employees, officers, directors, affiliates or representatives (including without limitation financial advisors, attorneys and accountants) on a "need-to-know" basis. The Receiving Party shall take appropriate measures by agreement or otherwise with its employees to ensure compliance with the terms of this Agreement and shall cause its affiliates and advisors to comply with the terms of this Agreement in connection with access to Confidential Information.
7. The foregoing confidentiality and nondisclosure obligations of the Receiving Party with respect to Confidential Information of the other party shall not apply to any portion of the Confidential Information (i) which is or becomes known or generally available to the public through no fault of the receiving party, or (ii) which is already known by the Receiving Party or any of its subsidiaries at the time of disclosure by the Disclosing Party without similar confidentiality restriction as shown by prior written evidence, or (iii) which has been or is independently developed by the Receiving Party or its subsidiaries as shown by prior written evidence, or (iv) which is rightfully disclosed to the Receiving Party by a third party(ies) without confidentiality restrictions as shown by prior written evidence, or (v) which is required to be disclosed by the Receiving Party pursuant to a court or administrative order (and the Receiving Party shall promptly inform the Disclosing Party of any such order to allow the Disclosing Party, at its expense, to oppose any such order).
8. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, and shall not have any liability as a result of the use of the Confidential Information by the Receiving Party.



9. The Receiving Party's obligations of confidentiality under this Agreement shall survive for a term of One (1) year, whether or not the Receiving Party ultimately pursues the Purpose further. This Agreement does not, and is not intended to; obligate either party to enter into any further agreements or to pursue the Purpose or any other transactions with the other party.

10. The Receiving Party agrees that if it violates any of the terms outlined above, the Disclosing Party, in addition to any other rights that it may have, shall be entitled to seek an injunction to prevent the Receiving Party from continuing with such violation.

11. Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this Agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The venue of such arbitration shall be Ghaziabad and the language of arbitration shall be in English. In the first instance, each party shall bear its own costs of Arbitration subject to ultimate determination of costs in the arbitration proceedings.

12. The Disclosing Party agrees not to assign any work to any of the Receiving Party's resource directly or through any other vendor/service provider for any future requirement without the written approval from the Receiving party.

13. The parties hereto agree that the terms set forth herein are reasonable in the circumstances and further agree that if any provision set forth above is determined to be illegal or unenforceable in any jurisdiction such provision shall be severable from this Agreement only to the extent of such illegality or unenforceability in such jurisdiction without affecting the remaining provisions hereof.

14. This Agreement and the rights and obligations hereunder shall insure to the benefit of and be binding upon the Company and the Customer and their respective heirs, administrators, successors and assigns (as the case may be).

15. This Agreement shall not be modified or altered in any manner other than in writing signed by both parties.

16. Each party represents and warrants to the other that it has all requisite authority and corporate power to enter into this Agreement and to perform its obligations hereunder and that this Agreement has been duly executed and delivered by and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above-written



## Tridindia IT Translation Services

(Authorized Signatory)

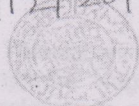
Name: Achla Sharma

Title: AM-HR OPERATION

Date: 12-02-2019

Company Seal/Stamp

Company Seal/Stamp



WITTRANS, the company and individuals are desirous of entering into "Business" relationships with potential business partners (the "Partners")

WHEREAS, in the course of such Discussions each party may disclose information to the other party which the disclosing party considers to be proprietary and confidential;