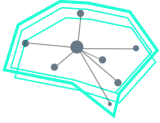


Non- Disclosure Agreement

 BrainSightAI	Document Title:	Document #	SOP_LA_02
		Revision	A0
	Non-Disclosure Agreement template	Effective Date	27-July-2023

Review and Approval By

	Name	Designation	Signature	Date
Author	Zuha Junaidi	Legal lead	ZJ	3-Aug-2023
Reviewed By	Rimjhim	CTO	RA	28-AUG-2023
Approved By	Laina Emmanuel	CEO	LE	31-08-2023

Revision History

Revision Level	DCR#	Effective Date
A0	Initial release	3-Aug-2023

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into on this <DAY> day of <insert month and year> (the "Effective Date"), by and BETWEEN

<Insert customer name> situated at insert address,, (Hereinafter referred to as Customer)

AND

BRAINSIGHT TECHNOLOGY PRIVATE LIMITED, a company registered under laws of India and having its registered office at No. 677, 1st Floor, 27th Main, 13th Cross, Sector 1, HSR Layout, Bangalore – 560102, Karnataka, India, having its CIN Number: U72900KA2019PTC124850 and GST Number: 29AAICB4724D1ZS (Hereinafter referred to as COMPANY)

<Insert customer name> and BRAINSIGHT TECHNOLOGY PRIVATE LIMITED are jointly hereinafter referred to as the "Parties", and each a "party".

WHEREAS COMPANY wishes to disclose to Customer on a confidential basis certain information relating to products and services offered to joint prospects or customers of Customer and COMPANY (hereinafter referred to as the "COMPANY Subject Matter"), which information deems proprietary, for the purpose of entering into or cooperating in a business relationship; and



WHEREAS, Customer wishes to disclose to COMPANY on a confidential basis certain information relating to Customer' prospects, products, services, business opportunities, tenders or business in general (hereinafter referred to as the "Customer Subject Matter"), which information Customer deems proprietary, for the purpose of entering into or cooperating in a business relationship; and

WHEREAS, each party is willing to receive such information from the other party subject to the terms of this Agreement.

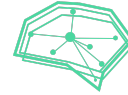
NOW THEREFORE, the Parties hereby agree as follows:

1. Proprietary Information shall mean written or documentary, recorded, machine readable, or other information or data in any form which (i) relates to Customer Subject Matter or COMPANY Subject Matter, (ii) is received by one party from the other party, and (iii) is marked proprietary, confidential, or bears a similar marking, or which the disclosing party states in writing at the time of transmittal to the receiving party, to be considered proprietary or if the nature of the information or data is such that a diligent party should deem it confidential all such information shall be considered as proprietary as well. Orally disclosed information shall be considered proprietary if the disclosing party orally identifies the disclosed information as proprietary or confidential at the time of disclosure or if the nature of the information is such that a diligent party should be able to deem the information proprietary, however such information needs to be documented separately as being proprietary to a party.
2. Information shall not be deemed proprietary, and the receiving party shall have no obligation with respect to any such information, which:
 - a. is or becomes publicly known through no wrongful act of the receiving party; or
 - b. is already known to the receiving party as evidenced by competent proof thereof;
 - or
 - c. is approved for release by the prior written approval of the disclosing party; or
 - d. is rightfully received by the receiving party from a third party without restriction and without breach of this Agreement; or
 - e. is independently developed by the receiving party without the use of the Proprietary Information.
3. The receiving party shall use Proprietary Information of the disclosing party only for the purpose set forth above.
4. The receiving party shall not disclose to any third party, any Proprietary Information received pursuant to this Agreement, in whole or in part during the term of this Agreement and the Parties hereto acknowledge that the secrecy obligation shall survive the termination of this Agreement.
5. The receiving party shall (i) use at least the same degree of care in safeguarding Proprietary Information as it uses to safeguard its own Proprietary Information, provided that such degree of care is reasonably sufficient to prevent inappropriate disclosure or unauthorized use thereof; (ii) limit access to Proprietary Information to those of its employees who have a need to know and inform its employees who have access to Proprietary Information of its obligations under this Agreement, and (iii) upon discovery of any inappropriate disclosure or unauthorized use of Proprietary Information, promptly use reasonable efforts to prevent any further inappropriate disclosure or unauthorized use thereof.
6. Should the receiving party be faced with any judicial action to disclose Proprietary Information received hereby, said receiving party must forthwith notify the disclosing party in



writing. Should the disclosing party decline to contest such disclosure, the receiving party may proceed to disclose such information at its option.

7. Unless otherwise agreed by the Parties in writing, this Agreement shall become effective, upon execution by both Parties hereto, as of the "Effective date" first written above. The provisions concerning non-disclosure of Proprietary Information received under this Agreement shall survive the expiration of the Term of this Agreement for a period of three years.
8. Upon the request of the disclosing party, or after the term of this Agreement, whichever is sooner, the receiving party shall cease to use the Proprietary Information received from the disclosing party, and shall destroy all such Proprietary Information, including copies thereof, and shall furnish the disclosing party with written notification of destruction, or, upon request of the disclosing party, shall return such Proprietary Information to the disclosing party.
9. This Agreement is made for protecting Proprietary Information and stand on it won, and it will become part of any agreement signed between the parties.
10. All tangible forms of information and data in any form including, but not limited to, documents, drawings, specifications, prototypes, samples, and the like received hereunder by the receiving party shall remain the property of the disclosing party and all intellectual property rights to such information shall vest with the disclosing party.
11. Nothing contained in this Agreement shall be construed (i) as requiring the disclosing party to disclose, or the receiving party to accept, any particular information or (ii) as granting to a party a license, either express or implied, under any patent, copyright, trade secret, or other intellectual property right now or hereafter owned, obtained, or licensable by the other party.
12. In the event of a breach or threatened breach by either party of the provisions of this Agreement, the offended party shall be entitled to an injunction restraining the offending party from continuing the activity. Notwithstanding the foregoing, the offended party shall be free to pursue any other remedies available to such party, at law or in equity, for the breach or threatened breach of the provisions of this Agreement. The Parties expressly recognize that any such breach will cause severe and irreparable loss to the offended party, and that the offended party shall be entitled to recover of damages, including consequential damages. Notwithstanding the foregoing, the Parties agree to indemnify and hold each other harmless from any damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use of disclosure by any of the Parties or its Representatives of the Proprietary Information or other violation of this Agreement. The provisions of this Agreement shall continue in effect notwithstanding any decision by the Parties not to proceed with the proposed transaction or any return or destruction of the Proprietary Information.
13. The disclosing party warrants that it has the right to transmit or otherwise disclose to the receiving party information disclosed to the receiving party hereunder. The disclosing party shall make no other warranties, express or implied, with respect to information delivered hereunder.
14. This Agreement is governed by and construed in accordance with the laws of Singapore. The Parties shall resolve any difference or dispute arising out of this Agreement by way of negotiations. If such a negotiation process fails, then all disputes arising from or related to this Agreement shall be resolved by arbitration. The arbitration proceedings shall be conducted in Singapore in English language and in accordance with Singapore's laws and regulations.



15. This Agreement contains the entire understanding between the Parties, superseding all prior communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed between the Parties. This Agreement or any interest therein shall not be assigned in whole or in part by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
16. Any notice to be given under this Agreement shall be in writing and shall be sent by email or fax or courier to the fax number (if any) or address of the relevant party set forth in the introductory paragraph of this Agreement, or to such other email or fax number or address as that party may notify to the other party in writing from time to time. Unless the contrary shall be proved, each such notice or communication shall be deemed to have been given or made and delivered on the date of delivery with an acknowledgement of receipt requested.
17. The failure of either party to enforce any of its rights under this Agreement or to take action against the other party in the event of any breach by such party hereunder shall not be deemed a waiver by the non-failing party as to any subsequent enforcement of rights or subsequent actions in the event of a future breach.
18. MISCELLANEOUS.
 - a. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
 - b. Notices. Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. _____.
 - c. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
 - d. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
 - e. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of Bengaluru, Karnataka. This Section 18 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
 - f. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
 - g. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. This Agreement does not commit either party to enter into any business relationship or execute any additional contract, including without limitation related to the Purpose.



BrainSightAI

BrainSight Technology Private Limited

- h. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- i. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement in the place and day set forth above.

BRAINSIGHT TECHNOLOGY PRIVATE LIMITED

Customer Inc.,

Signature

Signature

Name

LAINA EMMANUEL

Title

CEO

Date

Name:

Dr.

Title

Date
