

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made and entered into on this [●] day of [●], 2020 (“**Effective Date**”) by and between:

Cloud4C Services Korea Ltd., a company registered under the laws of South Korea, with its primary offices situated at 2nd floor Lamp building, Dosan-daero 37Gil 26, Gangnam-gu, Seoul, South Korea, 06024 (hereinafter referred to as the “**First Party**” which expression shall include its successors and permitted assignees); and

[●], a company incorporated under the laws of [●] and having its offices situated at [●] (hereinafter referred to as the “**Second Party**” which expression shall include its successors and permitted assignees);

First Party and Second Party are hereinafter collectively referred to as the “*Parties*” and individually as a “*Party*”.

WHEREAS, the Parties intend to discuss, explore and/or examine potential business or commercial transaction between the Parties (“**Purpose**”) and in order to further the Purpose, Parties may exchange Confidential Information (*defined later*) and the Parties desire to protect such Confidential Information by the virtue of this Agreement.

AND WHEREAS, Annexure 1 to this Agreement, titled ‘Local Participation Terms’ (“**LPT**”) is attached hereto and incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. “Confidential Information” means any information or data including any financial information disclosed by a party (the “Disclosing Party”) to the other party (the “Recipient”) under or in contemplation of this Agreement which (a) if in tangible form or other media that can be converted to readable form is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure, and subsequently communicated in tangible form or other media that can be converted to readable form clearly marked as proprietary, confidential or private.
2. The terms “Disclosing Party” and “Recipient” include each party’s corporate affiliates, employees, directors, assignees that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also inure to such affiliates, employees, directors, assignees and may be directly enforced by or against such affiliates.
3. **Obligations of the Recipient:** The Recipient acknowledges the economic value of the Disclosing Party’s Confidential Information. The Recipient shall:
 - a) use the Confidential Information only for the purpose(s) set forth above;
 - b) restrict disclosure of the Confidential Information to employees of the Recipient and its affiliates with a “need to know” and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
 - c) advise those employees provided Confidential Information of their obligations with respect thereto; and
 - d) copy the Confidential Information only as necessary for those employees who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

For the purposes of the Agreement “employees” includes individual third parties retained for temporary administrative, clerical or programming support. A “need to know” means that the employee requires the Confidential Information to perform his or her responsibilities in connection with the Project.

4. **Exceptions :** The obligations of Paragraph 3 shall not apply to any Confidential Information which the Recipient can demonstrate:
 - a) is or becomes available to the public through no breach of this Agreement;
 - b) was previously known by the Recipient without any obligation to hold it in confidence;
 - c) is received from a third party free to disclose such information without restriction;
 - d) is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
 - e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
 - f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure only if the Recipient first notifies the Disclosing Party of the requirement for disclosure and permits the Disclosing Party to seek an appropriate protective requirement.
5. **Obligation of the Disclosing Party:** If the Disclosing Party inadvertently fails to mark as proprietary, confidential or private information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient thereupon shall return the unmarked information to the Disclosing Party and the Disclosing Party shall substitute properly marked information. In addition, if the Disclosing Party, at the time of disclosure, inadvertently fails to identify as proprietary, confidential or private oral or visual information for which it desires confidential treatment, it shall so inform the Recipient. The Recipient’s obligations under Clause 3 in connection with information encompassed by this paragraph shall commence upon written notice from the Disclosing Party of the failure to properly mark or identify the information.
6. **Return of Documents:** Confidential Information, including permitted copies, shall be deemed the property of the Disclosing Party. The Recipient shall, within twenty (20) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this paragraph.
7. **Remedies:** The parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
8. **No binding relationship:** Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work to that hereunder, so long as such discussions or performing work does not violate this Agreement.
9. **Term:** This Agreement shall be effective as of the date first written above and shall continue for a term as mentioned under Section 9 of the LPT. The confidentiality obligations on the recipient shall survive for an additional period as mentioned under Section 10 of the LPT.
10. **Assignment:** This Agreement may not be assigned by either party without prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties’ respective successors and assigns.

11. **Prior Consent for Disclosure:** Neither Party will, without prior consent of the other party, disclose to any other person or entity the fact that Confidential Information of the other party has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party
12. **Severability:** If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
13. **Lawful Authority:** Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.
14. **Entire Understanding:** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
15. **Governing Law and Jurisdiction:** This Agreement shall be governed in all respects by the laws applicable in the Governing Country as mentioned under Section 7 of the LPT and any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by appropriate courts of the jurisdiction mentioned under Section 8 of the LPT.

IN WITNESS WHEREOF EACH PARTY HAS EXECUTED THIS AGREEMENT ON THE DATES WRITEN BELOW:

For **First Party**:

For **Second Party**

Sign:

Sign: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

ANNEXURE 1

Local Participation Terms

Part I:

1. Reference Terms:

Section	Description	Particulars
1.	Name of the First Party	Cloud4C Services PTE. Ltd.
2.	Registered Office Address of the First Party	2nd floor Lamp building, Dosan-daero 37Gil 26, Gangnam-gu, Seoul, South Korea, 06024
3.	Communication Details of the First Party:	2nd floor Lamp building, Dosan-daero 37Gil 26, Gangnam-gu, Seoul, South Korea, 06024 Copy to: Plot No. 16, Software Units Layout, Madhapur, Hyderabad, India - 500081
		Attn: Legal Team
		Email: legal@cloud4c.com
4.	Name of the Second Party	<i>Business/2nd Party to fill in</i>
5.	Registered Office Address of the Second Party	<i>Business/2nd Party to fill in</i>
6.	Communication Details of the Second Party	Address: <i>Business/2nd Party to fill in</i>
		Attn: <i>Business/2nd Party to fill in</i>
		Email: <i>Business/2nd Party to fill in</i>
7.	Governing Law Country	Seoul
8.	Jurisdiction <i>(Enter the name of the city/region whose courts of law shall have jurisdiction)</i>	South Korea
9.	Term of the Agreement	3 Tears
10.	Additional Period during which Confidentiality shall be maintained by the Receiving Party post termination/expiry of the Agreement	2 Years

Part 2:

Specific Amendments to the NDA (if any)

Sample Amendment clause:

2.1 The following language amends Clause xx of the Agreement:

“Proposed language of the Clause”