

## Confidentiality Agreement

[Mutual]

Acquaint softtech PVT LTD.  
28 June 2019  
Version 1.0

THIS AGREEMENT is made the insert date here

BETWEEN:

24 Digital  
ABN: 99 090 519 314  
3/344 Lorimer Street, Port Melbourne 3207

AND

Acquaint softtech PVT LTD.  
Acquaint SoftTech,  
200, Shapath II  
SG Road, Ahmedabad  
India - 380054

WHEREAS:

A. For the sole purpose of entering into discussions to explore the possibilities of future commercial relationships the parties wish to disclose to each other and/or allow each other access to Information; and

B. The parties wish to regulate how Information is to be treated while in the possession or control of the Receiving Party so as to protect the interests of the Disclosing Party in accordance with the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

#### 1. Definitions

The following words and phrases used in this Agreement and the above Recitals shall have the meanings set out below unless the context otherwise requires:

(a) "Information" shall mean all information of whatever nature (financial, technical, commercial, legal or otherwise), whether or not proprietary, in any form or medium (whether provided in documentary or by way of model or in other tangible or intangible form, or disclosed orally or by demonstration or presentation or disclosed by any other means), relating to the business of one party or any member of its Group, supplied in connection with the purpose set out in Recital A above at any time (whether before or after the date of this letter) to the other party or its respective Group or its or their agents or advisors.

(b) The term "Group" means in relation to any party, that party and its subsidiaries, holding companies and subsidiaries of its holding companies from time to time.

(c) "Proper Use" shall mean the use of Information wholly necessarily and exclusively for the purpose set out in Recital A above.

#### 2. Confidentiality Obligations

In consideration of the provision of Information by one party hereto (the "Disclosing Party") to the other party hereto (the "Receiving Party"), the Receiving Party shall:

(a) keep confidential and not disclose to any person, other than as permitted under clause 2 (d) below and except to the extent required by law or regulation (including, for the avoidance of doubt, the rules of any recognised stock exchange), the Receiving Party's interest in, and the Receiving Party's discussions with the Disclosing Party, its agents or advisors in relation to the Proper Use including (without limitation) making or soliciting any public announcement in relation thereto, and

(b) keep all Information confidential, and

(c) use such Information only for the Proper Use; and

(d) permit access to such Information only to such employees of its Group having a need to know such Information for the sole purpose of the Proper Use and not for any other purpose and shall ensure that each such person is made aware in advance of disclosure of the nature of the obligations of confidentiality contained in this Agreement and that each such person adheres to the terms thereof as if he had been a party thereto, and

(e) if and when requested to do so by the Disclosing Party, supply to the Disclosing Party a list of persons to whom Information has been disclosed by the Receiving Party under paragraph(d)above; and

(f) promptly return all Information to the Disclosing Party upon its written request or (at the Disclosing Party's option) destroy all such Information and provide to the Disclosing Party a certificate of such destruction signed by a duly authorised officer of the Receiving Party; and

(g) where the Information is notified by the Disclosing Party to be the subject of any national or governmental security regulations, take such measures as may be required by such regulations to protect the Information, and

(h) promptly notify the Disclosing Party if any negotiations or discussions or any Information are required to be disclosed by law or regulation and to co-operate with the Disclosing Party in relation both to the manner of any such disclosure and to any action which the Disclosing Party may reasonably elect to take to prevent such disclosure and/or to challenge the validity of any such requirement.

(i) The Recipient shall be responsible for any act of any employee to which disclosure is made under clause 2 (d) above, which if done by the Recipient would constitute a breach of an obligation under this Agreement.

### 3. Exceptions

The obligations of confidentiality shall not apply to any Information which the Receiving Party can show

(a) to be in or to have come into the public domain otherwise than as a result of a breach of those undertakings or of any other duty of confidentiality to any person; or

(b) already to be in the possession of the Receiving Party on a non-confidential basis at the time that it is first supplied by the Disclosing Party, its agents or advisors or thereafter to have been received by the Receiving Party at any time in good faith from a third party who is not bound by any obligation of confidentiality in relation thereto; or

(c) (in the case of technical information) to have been independently developed by employees of the Receiving Party without reference to the Information supplied by the Disclosing Party.

### 4. Further permitted disclosure

The parties recognise that it may be necessary for the Receiving Party to provide Information to an external professional adviser (hereinafter referred to as the "Advisor"). This disclosure can be done solely for the Proper Use, and upon the understanding and agreement that:

(a) disclosure by the Advisor shall be deemed to be a disclosure by the Receiving Party;

(b) the receiving Party will procure the observance and proper performance by the Advisor of the terms and conditions of this Agreement as if the Advisor was a party hereto in its place; and

(c) i) The Recipient shall be responsible for any act of any Advisor to which disclosure is made under clause 4 (a) above, which if done by the Recipient would constitute a breach of an obligation under this Agreement.

#### 5. Ownership of Information

Any Information disclosed or acquired hereunder shall vest in 24 DIGITAL. No licence under any trademark, copyright, patent, design rights or any other intellectual property right, is granted, whether expressly or by implication to the Receiving Party or its Group by the disclosure or acquisition of such Information. The disclosure of such Information shall not constitute any representation or warranty, express or implied, with respect to the accuracy or completeness of any Information made available to the Receiving Party or its Group, or the non-infringement of trademarks, patents, copyright, design rights or any other intellectual property rights belonging to third parties. In particular but without prejudice to the generality of the foregoing, no responsibility or liability is or will be accepted by the Disclosing Party or its Group, their respective directors, officers, employees, agents or advisors regarding the accuracy and completeness (or otherwise) of any Information made available to the Receiving Party or its Group, which provisions shall not exclude any liability for Information given fraudulently.

#### 6. General

(a) The obligations of confidentiality under this Agreement shall survive and continue for a period of five (5) years from the date of each disclosure of the Information to the Receiving Party by the Disclosing Party.

(b) Any notice required to be given hereunder by either party to the other shall be in writing and shall be transmitted by facsimile or by hand or by registered or recorded delivery post to the address of the party as stated herein or as otherwise notified.

(c) A failure or neglect by either party to enforce or exercise (in whole or in part) at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of its rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice such party's rights to take subsequent action.

(d) Neither party shall assign this Agreement or any part thereof without the prior written consent of the other.

(e) Without affecting any other rights and remedies that any party may have, damages will not be an adequate remedy for any breach by the Receiving Party of any of the provisions of this Agreement, and therefore the Disclosing Party shall be entitled to claim injunctive relief in respect of any breach by the Receiving Party of this Agreement without the requirement to prove specific damage.

(f) This Agreement shall be governed by and construed in accordance with the law of Victoria and the parties submit to the non-exclusive jurisdiction of the Victorian Courts.

24

IN WITNESS WHEREOF

SIGNED for and on behalf of 24 Digital ABN 99 090 519 314

by   
(Signature)

Name - Lien Chin  
Title - Digital Producer



Witness .....  
(Signature)

Name - Claire Wytcherley  
Title - Agency Lead

SIGNED for and on behalf of Acquaint softtech PVT LTD

by   
(Signature)

Name - Manish Patel  
Title - Sr. Full Stack Lead Developer

Witness   
(Signature)

Name - Alpesh Nakrani  
Title - chief operations officer

---

24