



सत्यमेव जयते

INDIA NON JUDICIAL

Digit Non-Disclosure Agreement

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL63263488603494U
Certificate Issued Date	: 21-Jul-2022 11:54 AM
Account Reference	: IMPACC (IV)/ dl985503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL98550309107390205445U
Purchased by	: MARKET XCEL DATA MATRIX PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MARKET XCEL DATA MATRIX PVT LTD
Second Party	: RELIANCE RETAIL LIMITED
Stamp Duty Paid By	: MARKET XCEL DATA MATRIX PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

This agreement ("Agreement") is entered into on this 21 day of July, 2022 by and between

1. **Reliance Retail Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 3rd Floor, Court House, Dhobi Talao, Mumbai – 400 002, India ("Reliance", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

2. **Market Xcel Data Matrix Pvt Ltd**, a company incorporated under the laws of **Companies Act, 1956**, which has its principal place of business at 17, Okhla Industrial Estate Phase 3 New Delhi 110020 ("Party A", which expression shall, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns).

Reliance and Party A may hereinafter be collectively referred to as "Parties" and individually as "Party".

Parties are discussing a possible transaction in relation to **Consumer Research Projects for Reliance Retail** ("Purpose"). In the course of such discussions, Reliance may disclose Confidential Information to Party A.

The Parties agree as follows.

1. **Term.** This Agreement shall be effective on and from the date written hereinabove and shall continue to be in effect for a period of 2 years ("Term"), unless earlier terminated in accordance with the provisions hereof.

2. **Confidentiality Provisions.**

2.1. For the purposes of this Agreement, the term "Confidential Information" shall mean any and all information and data of whatever nature or form which is furnished or caused to be furnished by Reliance or its affiliates to Party A or its Representatives (as such term is defined hereinafter), whether prior to execution of this Agreement or thereafter, in connection with the Purpose, regardless of whether such information is communicated orally, in writing, pictorially, by electronic transmission or otherwise. Confidential Information shall include, without limitation, operational, business, commercial and financial information, the existence and terms of this Agreement, the fact that discussions relating to the Purpose are taking place and if terminated, have taken place, and the content of such discussions.

2.2. Party A may share the Confidential Information, to the extent required, with only those of its directors and employees ("Representatives"), who are directly engaged in the discussions in relation the Purpose and who need to know the same in relation to the Purpose. Party A shall prior to such disclosure ensure that the Representatives are fully aware of and have agreed to be bound by similar, and in any event not less onerous, confidentiality obligations in respect of the Confidential Information disclosed to them. Party A shall be liable for any non-compliance by any of its Representative of such obligations.

2.3. Party A shall, and shall procure that its Representatives:

(i) keep this Agreement, and the Confidential Information, including copies and extracts thereof and materials prepared by it or its Representatives relating to or based on it, strictly confidential and not disclose the same to any person or entity not authorised pursuant to this Agreement;

(ii) use the Confidential Information solely for the Purpose and not use or exploit such Confidential Information, directly or indirectly, for its own benefit or for the benefit of any other person or entity without the prior written consent of Reliance;



(iii) take all reasonable precautions to protect the unauthorized disclosure of Confidential Information and promptly notify Reliance in writing of any actual or suspected misuse, misappropriation, or unauthorized use or disclosure of the Confidential Information immediately on becoming aware of any actual or suspected misuse, misappropriation or unauthorized disclosure and shall co-operate with and provide all assistance to Reliance to protect the confidentiality of such information.

3. Exclusions.

3.1 The obligations set out in this Agreement shall not apply to any information which Party A can establish by written evidence:

(i) is at the time of disclosure in the public domain or at any time after the disclosure comes in the public domain otherwise than through a breach of this Agreement by Party A or its Representatives; or

(ii) was lawfully in the possession of Party A prior to its disclosure to it, without any breach of obligations of secrecy or duty of confidentiality.

3.2 Confidential Information shall not be excluded from the obligations under this Agreement merely because detailed information is embraced by more general information excluded under this clause 3. Confidential Information concerning combinations of items shall not be excluded unless the combination itself and its principles of operation fall within the exclusions set out in this clause 3.

4. Compulsory Disclosure.

4.1 If Party A is required to disclose any Confidential Information of Reliance to comply with applicable laws, or valid order or decree of court, Party A shall promptly and in any event prior to disclosure, give written notice of the requirement of such disclosure to Reliance to enable Reliance obtain a protective order against disclosure of such Confidential Information. Party A shall not oppose any action by Reliance to obtain such protective order or other remedy or relief in respect of the Confidential Information. Further, Party A shall cooperate with Reliance to obtain such a protective order or other remedy.

4.2 If Reliance is unable to obtain a protective order against disclosure under clause 4.1, Party A shall disclose only such portion of the Confidential Information that it is advised, by its legal counsel in written form, is legally required to be disclosed for its compliance under clause 4.1 and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded to Confidential Information so being disclosed.

5. No Transfer of Rights.

5.1 Party A acknowledges that the Confidential Information provided by or on behalf of Reliance or its Affiliates is their exclusive property and neither Party A nor any of its Representatives shall acquire by implication, use or otherwise any right, title, interest or license in or to any Confidential Information supplied by or on behalf of Reliance. Party A shall not acquire any intellectual property or other rights under this Agreement or through



any disclosure made pursuant hereto, except the limited right to use Confidential Information in accordance with this Agreement.

5.2 Party A shall not reverse-engineer, decompile, or disassemble anything disclosed to it under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Reliance.

6. **No Warranties.** Reliance makes no express or implied representation or warranty as to the quality, accuracy or completeness of its Confidential Information.

7. **Interim Measures.** Party A acknowledges that unauthorized disclosure of the Confidential Information or other breach of this Agreement may cause serious and irreparable damage and harm to Reliance and agrees that damages may not be a sufficient remedy for Reliance in this regard. Party A acknowledges that Reliance shall be entitled to specific performance or injunctive relief as a remedy for any such breach or threatened non-compliance, in addition to any other remedies available to Reliance at equity or in law.

8. **Destruction of Records.** Within seven (7) days of the earlier to occur of (i) receipt of request from Reliance or (ii) on termination of this Agreement, Party A shall, and shall cause its Representatives to, at the sole cost and expense of Party A, destroy (and certify in writing to the same) any and all records of Confidential Information provided by or on behalf of Reliance, together with all copies of such information and other materials prepared by Party A or its Representatives that incorporate or are derived from any of the Confidential Information.

9. **Costs.** Party A shall bear all costs and expenses incurred by it in complying with this Agreement. This Agreement is only for the purpose of protecting Confidential Information and shall not be construed as a teaming arrangement, joint venture, or other contractual arrangement or as an obligation to enter into a contract, subcontract, or other business relationship.

10. **Survival.** Party A's obligations under this Agreement shall survive termination of this Agreement.

11. **Notice.** All communications required to be given by either Party to the other Party pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post or facsimile or email to the other Party at the following contacts:

If to Reliance:

Mr. Vimal Patel, Reliance Retail Limited, WS 225, 3A, 2nd Floor, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai – 400701. Email address: Vimal.Patel@ril.com, Telephone: 022-79674987

If to Party A:

[insert name of contact person, address, email address, facsimile and telephone numbers]



or to such other address as either Party may from time to time designate by written notice to the other.

12. **No Assignment.** Neither Party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party.

13. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to its conflict of laws principles and Parties agree to submit to the exclusive jurisdiction of courts of Mumbai, India, in respect of any dispute arising out of or anyhow connected with this Agreement. Parties shall be free to seek enforcement in any court of competent jurisdiction.

14. **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

15. **Waiver.** The waiver by Reliance of a breach of any provision of this Agreement by Party A shall not operate or be construed as a waiver of any other or subsequent breach by Party A of the same or any other provision.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original agreement for all purposes.

17. **Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant hereto and supersedes all prior or other oral or written agreement concerning such Confidential Information. This Agreement may only be amended by written agreement of authorized representatives of both Parties.

In witness whereof, duly authorised representatives of the Parties have caused this Agreement to be executed:

For and on behalf of

Reliance Retail Limited

Name:

Authorised Signatory

For and on behalf of

Market Xcel Data Matrix Pvt Ltd

Name: Raja Vishal Oberoi

Authorised Signatory

