

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is made on 25/02/2021 between **Capricorn Logistics Pvt. Ltd.**, a company with its office at 13/13A, Keytuo Industrial Estate, 220, Kondivita Road, Andheri East Mumbai 400059 and **Man Investment Services Pvt. Ltd.**, a company with its office at 403, Peninsula Heights, CD Barfiwala Road, Juhu Lane, Andheri West, Mumbai -400058 India on behalf of themselves and their affiliates (each being a “**Party**” or collective “**Parties**”). For purposes of this Agreement, the term affiliate shall mean any person or entity controlling, controlled by, or under common control with another person/entity.

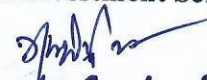
1. The Parties intend to engage in discussions concerning a potential business relationship regarding invoice financing (the “**Transaction**”). In connection therewith each Party (“**Discloser**”) may disclose certain Information to the other Party (“**Recipient**”).
2. As used herein, the term “**Information**” refers to any business or technical information, whether or not stored in any medium, relating to Discloser’s business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers, contracts and products and other know-how but shall not include any information which (i) is already in Recipient’s possession, (ii) is or becomes available to the public or the Recipient other than as a result of a breach of this Agreement, or (iii) is or was independently developed by the Recipient without use of the Information.
3. The Recipient agrees that it will (a) treat the Information as confidential and not disclose it to anyone except as provided for by Clause 4 below and use the same standard of care in handling such information as it uses with respect to its own confidential information; (b) use the Information only for the purpose of evaluating the Transaction; (c) not disclose to anyone the fact that the Information has been made available or discussions are taking place with the Discloser in connection with the Transaction; (d) ensure that any person to whom it passes any Information (unless disclosed under clause 4(ii) below) acknowledges and complies with the provisions of this Agreement as if that person were a party to it.
4. The Recipient may disclose the Information (i) to its directors, employees, professional advisors and auditors (“**Representatives**”) to the extent necessary for consideration of the Transaction, (ii) where requested or required by any competent judicial, governmental, supervisory or regulatory body, or where required by applicable laws or regulations; and (iii) to such other parties as the Discloser agrees in writing. The Recipient shall be responsible for any breach of this Agreement by the Representatives. To the extent practicable and permitted by law and regulation, the Recipient shall inform the Discloser of the full circumstances of any disclosure under paragraph 4(ii); and upon becoming aware that Information has been disclosed in breach of this Agreement.
5. If either Party decides that it does not wish to proceed with the Transaction, it shall inform the other Party of such decision, in writing. Upon written request, the Recipient shall (i) either return to the Discloser or destroy all Information and all copies thereof made by it; and (ii) ensure that the Representatives destroy or permanently erase such Information and all copies made by them, in each case save to the extent obligated to retain any Information by any applicable law.
6. Neither the Discloser nor any of its employees or advisers makes any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any of the Information.



7. Both Parties agree that the unauthorized disclosure of the Information will cause irreparable harm to the Discloser and in addition to all other remedies available, the Discloser shall be entitled to seek injunctive and other relief in a court of competent jurisdiction. The Recipient acknowledges that some or all of the Information is or may be price-sensitive information and use of such information may be regulated or prohibited by applicable legislation relating to insider dealing. The Recipient undertakes not to use any Information for any unlawful purpose.
8. The obligations of the Parties under this Agreement shall remain in force till, (a) the execution of definitive documents relating to the proposed Transaction; or (b) 12 months from the date hereof, whichever is earlier.
9. The Parties further agree that: (a) this Agreement shall be governed by the laws of India and the Parties irrevocably agree to the non-exclusive jurisdiction of the Courts at Mumbai; (b) this Agreement may not be assigned or delegated without the prior written consent of the other Party; and (c) nothing in this Agreement shall preclude either Party from dealing with other Parties on similar subject matter to that covered in this Agreement.
10. Notwithstanding anything contained herein, the Parties shall not be under any obligation to consummate or complete the Transaction, until all necessary statutory or internal approvals for the Transaction have been obtained and definitive documents for the Transaction have been executed by the Parties.

For Man Investment Services Pvt. Ltd.

For Capricorn Logistics Pvt. Ltd.


Sunpreet Singh Bindra
Name: _____

Name _____

Address: MUMBAI

Address: _____

25/04/2021

