**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made between Name of person or business entity (aka “short name”) along with all their associates and affiliate organizations, resident of or registered office at address, Mobile: number; email: email ID; and FinTech Products and Solutions India Pvt Ltd (hereinafter referred to FinTech), along with its wholly owned subsidiary, FinSec AA Solutions Pvt Ltd (any reference to FinTech will include this company, FinSec), represented by A Krishna Prasad (aka “KP”), with registered office at 10-2-289/71, Krishna Doyen #501, Shantinagar, Hyderabad 500028, Mobile +91-90300 98999, Email: KP@Onemoney.In. This is a mutual non-disclosure agreement; therefore, either party may be the discloser or receiver of confidential information from time to time.

The parties to this agreement are engaged in exploring possibilities of building solutions that may be joint or independent. In this process each of them may disclose proprietorial information which shall be protected. The engagement may include, but not limited to:

1. Financial products that are built around the concept of Account Aggregation (AA) as defined by RBI regulation for NBFC AAs
2. Financial or non-financial products or ideas or software that may be part of a solution that is being built by either party
3. The nature of collaboration may be either to build software or ideas or processes that may be embedded or used by one of the parties. The ownership and commercial arrangement for the results of such joint effort shall be outlined in a separate agreement
4. **Confidential Information**

“Confidential Information” means nonpublic information that either party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential, including information relating to products, practices, trade secrets, and business plan.

1. **Exclusions from Confidential Information**

”Confidential Information” shall not include any information that:

(a) is or subsequently becomes publicly available without either party’s breach of any obligation,

(b) became known to either party prior to its disclosure of such information,

(c) became known to either party from a source other than the disclosing party and not by the breach of an obligation of confidentiality owed under this agreement, or

(d) is independently developed by either party without relying on any of the information obtained by either party from the other.

1. **Disclosure**

Both parties agree to disclose, and both agree to receive the Confidential Information.

1. **Non-disclosure, non-compete & non-use**

Either party may disclose Confidential Information to their employees or agents on a need-to-know basis. Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of the party’s business relationship with the disclosing party. Recipient shall not disclose, make use of or disseminate any Confidential Information to third parties for three (3) years following the date of its disclosure by the disclosing party to the receiving party. However, receiving party may disclose Confidential Information in accordance with judicial or other governmental order, provided receiving party shall give disclosing party intimation of such disclosure. Receiving party shall take precautions to keep confidential the Confidential Information.

1. **Exclusions from non-disclosure, non-compete and non-use obligations**

Each party's obligations under Clause 4 with respect to any portion of the other party's Confidential Information shall not apply when the party seeking to avoid its obligation under such Paragraph can document that a disclosure of Confidential Information:

(a) occurred in response to a valid order by a court or other governmental body,

(b) was/is otherwise required by law, or

(c) was/is necessary to establish the rights of either party under this Agreement

1. **Other:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be under the jurisdiction of the laws of India and place of jurisdiction shall be Hyderabad. In the event of any dispute, differences and claims arising out of this agreement, the matter shall be settled through Arbitration under the Arbitration and Conciliation Act, 1996. The unenforceability of any provision to this agreement shall not impair or affect any other provision. Receiving party shall notify disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by receiving party. This agreement shall be binding on signing parties and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date given below.

Name of person A Krishna Prasad

Founder CEO, FinTech Group

Date: insert date of signature Date: insert date of signature