



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made as of this 21st day of January, 2022 (the "**Agreement**"), by and between

Electric Visionary Aircrafts, Inc. (EVA) having a registered capital of 200,000 USD, the following company registration number SR20175804961 and a registered address at 28, Norman Ave, A/D/O 11222 Brooklyn, USA

and

KK Holding LLP having, the following company registration number AAJ-9735 and a registered address at B-206, Kotia Nirman Building, Andheri New Link Road, Andheri West, Mumbai -400053, Maharashtra,

(Each may also be referred to as a "**Party**" and collectively the "**Parties**").

**WHEREAS** EVA and KK Holding (the "**Parties**") wish to investigate each other's business and/or products and/or technology solely for the purpose of discussions and evaluation of a potential collaboration between the Parties (the "**Purpose**"); and

**WHEREAS** each of the Parties may be exposed to Confidential Information of the other Party, as defined below; **NOW THEREFORE**, each of the Parties hereby declares, represents, warrants and undertakes towards the other Party as follows:

As used herein the term "**Disclosing Party**" shall refer to each of the Parties respectively, and any parent or subsidiaries thereof, with respect to any Confidential Information, as defined below, which such party has disclosed, and the term "**Receiving Party**", shall refer to each of the Parties respectively, with respect to any Confidential Information, as defined below, which has been disclosed thereto.

1. The term "Confidential Information" shall mean all information (oral, written or fixed in any material form) in any and all medium that has been disclosed or will be disclosed by the Disclosing Party to the Receiving Party, including, without limitation, data, technology, source code, know-how, inventions, discoveries, designs, processes, techniques, methods, performance characteristics, testing strategies, formulations, models, equipment, algorithms, software programs, documents, specifications, information concerning research and development work, and/or trade and business secrets. Confidential Information will also include information disclosed by the Disclosing Party, which relates to current, planned or proposed products and/or services, licensing or sales activities, policies, practices, finances, revenue, pricing, cost or profits, marketing and business plans, forecasts, projections and analyses, financial information, customer information and third-party confidential information. The Disclosing Party shall determine in its sole discretion what information and materials it shall disclose to the Receiving Party.

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Schmiedestraße 2A, 15745 Wildau, Berlin, Germany



2. Information shall not be considered Confidential Information if such information, as evidenced by written records:
  - 2.1. Was specifically mentioned as non-confidential by the Disclosing Party;
  - 2.2. Was or hereafter becomes known to Receiving Party prior to the disclosure by the Disclosing Party;
  - 2.3. Was at the time of disclosure to the Receiving Party, or subsequently became generally available to the public through no act of Receiving Party;
  - 2.4. Was received by the Receiving Party from a third party who is not, to the best knowledge of the Recipient, in breach of an obligation of confidentiality;
  - 2.5. Was independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; or
  - 2.6. Required to be disclosed by a court or governmental authority or by applicable law or regulation, provided however, that (a) the Receiving Party notifies Disclosing Party of such disclosure, to the extent not limited by law; and (b) to the extent possible, provides Disclosing Party with the opportunity to oppose the disclosure or a protective order.
3. **The Receiving Party SHALL NOT:**
  - 3.1. Disclose and/or provide the Confidential Information to any third party, except in the prior written consent of the Disclosing Party;
  - 3.2. Use and/or exploit the Confidential Information as a whole or in part for purposes other than the establishment and / or execution of the Purpose;
  - 3.3. File in their own name an application for a patent on the Confidential Information of which they are not proprietors, and more generally any industrial property title;
  - 3.4. Make copies, reproductions or duplications of all or part of the Confidential Information except in the express written and prior written agreement of the Disclosing Party;
  - 3.5. as the result of the disclosure of the Confidential Information, avail itself of any assignment, grant of license or any prior right of possession as defined by Intellectual Property Laws.
4. The Receiving Party undertakes to observe and enforce the strictest confidentiality with regard to the Confidential Information and to take all necessary measures to preserve its confidentiality, in particular with regard to its permanent or temporary staff. The Receiving Party agrees that this clause is substantial.
5. To this end, the Receiving Party undertakes to:
  - 5.1. Confidential Information is protected and kept confidential;





5.2. The Confidential Information received is treated with the same degree of precaution and protection as that accorded to its own confidential information;

5.3. Not use the Confidential Information for any purpose other than the implementation and / or execution of the Purpose;

5.4. Maintain the Confidential Information in confidence, and shall not disclose the Confidential Information to any person or entity, except as may be authorized in writing by the Disclosing Party or to members of its personnel involved in the implementation and / or execution of the Purpose;

5.5. Disclose the Confidential Information to third parties involved in the implementation and / or execution of the Purpose only after having requested the prior written consent of the Disclosing Party;

5.6. Take all necessary steps to ensure that all members of its personnel and all third parties involved in the implementation and / or execution of the Purpose, who have access to the Confidential Information, undertake to treat the Confidential Information with the same degree of confidentiality as that resulting from this non-disclosure agreement;

5.7. Disclose the confidentiality of the Confidential Information to the members of its personnel and to all third parties involved in the implementation and / or execution of the Purpose as soon as this Confidential Information is communicated;

5.8. Recall the confidentiality of the Confidential Information prior to any meeting at which the Confidential Information will be disclosed;

5.9. Ensure that any such party to whom the Confidential Information is intended to be disclosed are bound by a confidentiality undertaking that requires the preservation of the confidentiality of the Confidential Information on terms no less stringent than the terms contained herein.

5.9. Maintain the copyright, confidentiality, prohibition of copying, or any other proprietary or confidential information contained on the various elements communicated, whether originals or copies.

6. The Receiving Party shall not, nor suffer or permit any third party to, analyze, decompile, disassemble, reverse engineer (or the like), any tangible product or media which constitutes, contains, records or in any way documents or embodies Confidential Information, 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 the Disclosing Party.

7. The Receiving Party shall be responsible to the Disclosing Party for any disclosure of Confidential Information which results from a failure of any of its employees or any other persons acting on its behalf to comply with this Agreement.

8. The Receiving Party acknowledges that all Confidential Information received by it and all right, title and interest therein, is and shall remain, at all times, the exclusive property of the Disclosing Party. This Agreement grants the Receiving Party no license to the Confidential Information.





9. Upon the expiration or termination of this Agreement or at the earlier written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party or, subject to the Disclosing Party's written instructions, destroy and certify such destruction, all Confidential Information in tangible form in its possession.

10. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

11. This Agreement imposes no obligation on either Party to proceed with any transaction between the parties hereto or to enter any business relationship whatsoever with each other nor does it create any obligation of the Disclosing Party to disclose any Confidential Information.

12. The acceptance of any new Party in the Purpose is subject to the signature of a non-disclosure agreement or to the ratification of this non-disclosure agreement.

13. The Parties acknowledge that the Receiving Party conducts its business in similar fields to the fields of the Disclosing Party and may, following the effective date of this Agreement, develop information internally, or receive information from other persons or entities, that is similar to any Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party will not develop, or have developed, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

14. This Agreement shall remain in effect for three (3) years following the last date of disclosure of any Confidential Information unless terminated earlier by either party by providing thirty (30) days advance written notice to the other party of its desire to terminate this Agreement. Upon expiration or termination of this Agreement, the Receiving Party shall act in accordance with Section 9 above. The Receiving Party's obligations with respect to the Disclosing Party's Confidential Information shall survive any expiration or termination of this Agreement.

15. The Receiving Party acknowledges that the Confidential Information is of a highly secret and confidential nature and that any unauthorized disclosure or use thereof may cause serious harm or damage to the Disclosing Party. Therefore, if the Receiving party breaches any of its obligations hereunder, the Disclosing Party may be entitled to equitable relief to protect its interest therein, including but not limited to injunctive relief.

16. In the event a provision of this Agreement shall be determined to be unenforceable, because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced, as if the Agreement did not contain the particular provision(s) held to be unenforceable.

17. Each Party is independent and acts in his own name and under his sole responsibility. Each Party therefore refrains from making a commitment in the name and on behalf of another and is fully responsible for its staff, products and services.



18. This Agreement constitutes the entire agreement between the Parties with respect to the disclosure of Confidential Information and may not be amended or modified except in writing and duly executed by both Parties.

19. This Agreement may not be assigned without the prior mutual written consent of both parties.

20. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; however, either party may assign or transfer this Agreement in connection with a merger, acquisition, sale of substantially all its assets or other such corporate reorganization. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

21. The Parties agree to perform their obligations with perfect good faith.

22. The Parties mutually agree that the fact that one of them tolerates a situation does not have the effect of granting the other Party acquired rights. Such tolerance cannot be interpreted as a waiver of the rights in question.

23. Any dispute, controversy or claim arising out of or in connection with this non-disclosure agreement, including the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the WIPO (World Intellectual Property Organization), located 34 chemin des Colombettes, CH-1211 Geneva 20, Switzerland.

IN WITNESS WHEREOF, the Parties have affixed their signatures:



**KK Holding LLP**

**By: Kapildev Shukla**

**Title: Managing Director**



**[ EVA – Skylink Industries GmbH ]**

**By: Sid Venkat**

**Title: Managing Director**

