



NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____ by and between **SSBA INNOVATIONS LTD., located at SSBA Innovations Ltd. 1309, Lodha Supremus, Saki Vihar Road, Powai, Mumbai 400072** (the "**Disclosing Party**"),

AND

_____ with and address at _____ (the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto agrees to participate in **PARTNER PROGRAM – TAXBUDDY – SSBA INNOVATION LTD** (the "**Transaction**"). During these discussions, Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

- (a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.
- (b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.



2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party. Nothing contained herein is intended to modify the parties' existing agreement that their discussions in furtherance of a potential business relationship are *governed by the Indian Contract Act, 1872*.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.



5. Term.

This Agreement shall remain in effect till 31st July, 2023 (subject to a 6 months extension if the parties are still discussing and considering the Transaction). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Breach and Remedy

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Receiving Party shall be subject to provisions of Indian Contract Act, 1872 in violation of the terms hereof. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.



9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. **This Agreement does not create a joint venture or partnership between the parties.** If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Compliance to Terms & Conditions – “Annexure A”

The recipients in addition to the clauses of the agreement i.e. NDA shall adhere/ comply to the terms and conditions mentioned in “Annexure A”. In case of breach or non-compliance of the same the liability will be subject provisions of Indian Contract Act, 1872 and terms and conditions mentioned in “Annexure A”.

11. Miscellaneous.

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.



- (b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (c) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.
- (e) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (f) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.
- (g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

By:

Name: SSBA Innovations Limited

Receiving Party

By:

Name



HR/Partner Program/2023/_____/_____/_____

Date:____/____/ 2023

To,

Subject: - Partner Program – TaxBuddy – SSBA INNOVATIONS LTD.

Dear Partner,

Congratulations!

We are pleased to inform you that, effective *date*_____, you are enrolled in Partner Program – TaxBuddy – SSBA INNOVATIONS LTD.

Your extensive experience and expertise in tax law and regulations make you an ideal candidate for this role.

We are excited to welcome you to the team and believe that you will play a key role in helping us achieve our business goals.

Please let us know if you have any questions or concerns regarding your salary.
We value your contributions to our company and look forward to your continued success.

All Terms and Conditions for Partner Program – TaxBuddy are mentioned in “ANNEXURE-A”. These will mandatory to comply with.

Yours Sincerely

Samir Jayaswal
(Director & CEO)

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SSBA INNOVATIONS LIMITED

Terms and Conditions of Partner Program

Annexure – A

You shall be governed by the following terms and conditions of service during the Partner Program - TaxBuddy with SSBA Innovation Ltd, (hereafter referred to as the "Company") and those as may be amended from time to time.

"The recipient party in the Non-Disclosure Agreement shall be referred as 'Partner, individual, person, employee, and you' in these particular Terms and Conditions"

"Under the Terms & Conditions, the term "Employment" shall refer to the services provided by the Partner, individual, or person, in relation to the TaxBuddy – Partner Program agreement with SSBA Innovations Ltd. It is important to note that SSBA Innovations Ltd is not offering a fixed salaried position as an employee."

Human Resources Philosophy

The company hereby acknowledges the importance of conducting business with a honorable purpose and recognizes the significance of profits. The Human Resources department, in furtherance of this purpose, shall actively support all efforts towards improved profits, growth, and success. For the purposes of this paragraph, "success" shall be defined as encompassing not only monetary profits, but also the quality of products and services, operational excellence, growth, customer satisfaction, and leadership in the industry. The company understands that achieving this well-rounded success will result in a sense of well-being and heightened self-esteem among employees. This paragraph shall be binding upon the company and its employees in accordance with applicable laws.

Statement of Facts

The Company extends this opportunity based on the representations and statements made by the Person/Individual in the resume/documents submitted and application for the Partner Program. If, at any time during the employment, the Company discovers that any such representations or statements were false, misleading, incomplete or otherwise inaccurate, the Company reserves the right to take appropriate disciplinary action, including termination of employment.

Pre-Requirements

Every prospective partner in the Taxbuddy Partnership Model is mandated to attend demo sessions on the BackOffice of Taxbuddy. The minimum educational requirement for partners is proficiency in filing all types of individual tax returns to ensure the delivery of top-notch services to clients. Should a partner lack this knowledge, they may participate in sessions aimed at becoming a tax expert.

- ***The following minimum qualifications are required for partnership:***
 1. ***Undergraduates with experience in tax return filing or who have completed the Tax Expert Course***
 2. ***Semi-qualified CAs with experience in tax return filing or who have completed the Tax Expert Course***
 3. ***Tax Consultants, Practitioners, and Advisors***

- ***It is expected that you will be accessible during the final 10 days of the tax filing season, regardless of whether you work as a freelancer, consultant, or engage in any professional or business activities. Your other commitments should not interfere with the work you have been assigned by the company or clients, including their tax filings. If you believe that you cannot meet these requirements, you should not proceed with the program.***

Revenue Distribution

The division of revenue between the partners and TaxBuddy shall be governed by the following conditions:

1. The fee for joining our partnership program is established at INR 999 per partner, which shall encompass the expenses incurred by us for the provision of database and technical support, including the allocation of an official SSBA email identifier and access to the Kommunicate software.
2. It is hereby agreed that in the event that no users/leads are assigned by the company to the customer, the joining fee shall be refunded to the customer's source bank account. However, in the event that users/leads are assigned by the company but the respective filing is not done, the joining fee shall not be refunded to the customer

3. *The revenue distribution between the partners and TaxBuddy will be as follows:*

| <i>Sales Revenue Target (inclusive of GST)</i> | <i>Partner share</i> | <i>Taxbuddy share</i> |
|---|-----------------------------|------------------------------|
| <i>Up to 50 ITR Returns</i> | <i>40%</i> | <i>60%</i> |
| <i>51 - 100 ITR Returns</i> | <i>50%</i> | <i>50%</i> |
| <i>Above 100 ITR Returns</i> | <i>60%</i> | <i>40%</i> |

4. The revenue generated net of GST on a specific date shall be remitted to your designated bank account (as provided) within a period of twenty-four hours. Additional TDS will be deducted if your revenue reaches the specified limit as per the Income Tax Act,1961 under section 194J.
5. In the event of any technical difficulties or payment issues resulting in failure to transfer funds to your designated bank account within 24 hours, the entire amount earned by you as a partner in our program for that particular month shall be credited to your account during the first week of the following month. This clause is intended to be legally binding and enforceable.

Duties

1. During the term of employment, the Partner shall use their best efforts and abilities to serve the Company faithfully and shall comply with all rules, regulations, and procedures as notified by the Company, both in letter and in spirit.
2. The Partner shall devote their time, attention, and abilities to the business of the Company.
3. During the period of employment, the Partner shall not engage in any conduct adverse to the best interests of the Company, and shall not disclose any confidential information of or violate any agreements with prior employers or their clients. This paragraph shall be binding upon the Partner and the Company in accordance with applicable laws.

4. It is imperative that every Partner regularly updates their Daily Reporting Sheet and report to their superiors.

Duties in Respect of Work/Project Assigned

1. The partner shall not reveal any confidential information belonging to either the company or the client to any third party.
2. The partner is obligated to utilize the designated communication medium provided by the company to connect with customers, unless there is a valid reason not to do so.
3. The partner must answer customer calls during business hours without fail and in case of unavailability, the partner must notify both the customer and the assigned Taxbuddy team personnel.
4. The partner is obligated to respond to customer emails and messages within a maximum period of 24 hours, which is a non-negotiable responsibility. In case of a maximum number of errors, the partner may be asked to terminate the agreement without compensation, as previously promised by the company.
5. If the partner utilizes any other mode of communication, they are required to export the customer chat and attach it to the customer's other documents in the Backoffice and store it in the customer folder for sharing with Taxbuddy.
6. The partner is obligated to update the filing stage for any customer on the Taxbuddy Backoffice portal, which is a non-negotiable responsibility. In case of a maximum number of errors, the partner may be asked to terminate the agreement without compensation, as previously promised by the company.
7. The partner is prohibited from sharing tax computations prepared using other software with clients. The partner must parse the JSON to the Taxbuddy platform and share the summary with the customer, unless the summary does not include relevant ITR modules.
8. The partner is obligated to respond to emails, messages, and calls made by Taxbuddy superiors.
9. The partner must upload all data, information, workings, etc. relevant to the customer to the assigned Google Drive.
10. The partner shall not publish any articles, make any statements, deliver any lectures, broadcast, or communicate with the press (including magazine publications) regarding the company's products or any matter related to the company, unless they have obtained written permission from the company in advance.

Place of Work

You will be expected to work ***from home or your place of business***. You will be required to maintain the working hours and performance standards, regardless of your location.

It is important to note that all company policies and procedures, including those related to confidentiality, data protection, and health and safety, will still apply during your work from home. You will also be responsible for ensuring that your home work environment is safe and suitable for work.

You shall comply with the Company's rules relating to place of work, any seminar, meetings as & when instructed.

Hours of Work

1. TaxBuddy normal hours of work will be from ***9.30 a.m. to 6.30 p.m., Monday to Saturday***. In accordance with the terms and conditions of your engagement, it is hereby stated that the

designated working hours for Taxbuddy staff and assigned team leads are from 9:30 am to 6:30 pm. It is important to note that as a Partner under TaxBuddy Partnership Program, you are not obliged to adhere to these specified working hours. However, it is requested that any doubts or concerns regarding your work are raised during the aforementioned hours of 9:30 am to 6:30 pm. Furthermore, it is hereby noted that during peak filing season, our organization may require extended working hours from our staff to provide you with better support. Please be advised that points 2 and 3, as stipulated under the "Hours of Work" section in the terms and conditions, continue to remain valid for the duration of your engagement.

2. You may be required to invest additional hours of work, on weekends, holidays, and outside normal working hours as required, when necessitated by situations, especially during the peak season of ITR Filing.
3. Flexibility of working hours will also be subject to the completion of assigned work.

Conduct

1. You shall maintain utmost confidentiality with regard to your compensation. You shall not discuss your compensation with anyone, but with the Manager you report to.
2. The official language of communication during working hours shall be English/Hindi. The language used may vary depending on the particular client's linguistic requirements
3. You shall comply fully and faithfully with all rules, regulations, and requirements established by the Company, including any applicable statutory requirements.

Non-Solicitation/Non-compete

During the period of the service with the Company, you shall not accept any offer of employment from any client of the Company with whom they are handling assignments. In the event that you terminate your service with the Company prior to the expiration of the service agreement, you shall not, directly or indirectly through a third party, seek any employment or consultancy with such client for a minimum period of three years from the date of termination from the Company. This restriction shall apply to clients that the employee was introduced to through the Company.

If found guilty on the above point i.e. "you shall not accept any offer of employment from any client of the Company with whom they are handling assignments." The company reserves the right to immediately terminate the agreement and take strict legal action to seek compensation as per damages incurred by the company as a result of the aforementioned misconduct.

Confidentiality

1. Maintain complete confidentiality regarding all confidential and proprietary information of the Company, including trade secrets, technical processes, finances, and information about suppliers, employees, agents, distributors, and customers.
2. During and after the agreement, you may not disclose any confidential information of the Company, unless for the benefit of the Company or required by law. The restriction ceases when the information becomes public, excluding unauthorized disclosure by you.
3. You may not duplicate confidential documents/information for personal use. Upon agreement termination, promptly return all related documents, records, and accounts in any form to the Company.
4. During their service period and thereafter, you shall not engage in any action or make any statements that may cause harm or directly damage the business of the Company.
5. The Company retains ownership of official email, Google Docs, spreadsheets, G-drive or any cloud data provided during the agreement. The Company is not liable for any personal data

stored in these official storage applications and may view or delete such data at any time.

Separation from the Company

1. Upon conclusion of the agreement, your participation in the partner program shall terminate. However, if your performance is deemed satisfactory, the Company may extend an offer for continuation of the program through written official confirmation.
2. The Company reserves the right to dissolve the agreement prior to its stated duration, should your inability result in such termination, without providing any form of compensation.
3. Any unexplained absence from duty beyond 5 days will be treated as your intention to not following with terms. In such case company reserves the right to discontinue with the agreement.
4. The Company reserves the right to terminate your services for misconduct, inadequate performance, unexcused absence exceeding five days, or any other disciplinary issue. In such cases, no compensation shall be provided by the Company.
5. **Referring to points 3 and 4, should you be found guilty of any of the aforementioned circumstances, the Company reserves the right to immediately cease payment, with prior notification to you.**
6. Before being formally released from the company, you will ensure that all the company and workrelated information which is with you, without any exception, is handed over in full to your replacement and the concerned manager from the company with acknowledgment in writing. If found guilty of failing of passing on any of the information, intentionally or otherwise, the company reserves the right to take any disciplinary and legal action (civil or criminal as the case may be) against you and recover all the damages.
7. The employee may resign from the company while preserving transparency, integrity, and a cordial relationship with the company management. The company will make reasonable efforts to understand any compelling circumstances, health issues, or family matters that may prevent the employee from continuing their employment. The company shall remain open to the possibility of the employee's return.

Other terms

1. You hereby agree, confirm and declare that the Company shall incur substantial costs and expenses in terms of time and money in your training, growth and learning process.
2. You hereby agree, undertake and confirm that you shall abide by the terms and conditions of this employment Non-Disclosure agreement with Annexure A , both in letter and in spirit.

SSBA INNOVATION LIMITED

I agree and confirm that I have fully understood these clauses and agree and confirm that they are part of my terms and conditions of my employment by the Company.

Partner's Signature -----

Name of the Partner -----

Date -----

