PamTen
The Creative Minds

5 Independence Way, Suite# 180
Princeton, New Jersey 08540
Tel: (888) 800 4634

Non-Disclosure Agreement

This Agreement is made on May 31, 2015 by and between PAMTEN Inc. (PAMTEN), a New Jersey Corporation with an office at 5 Independence Way., Suite 180, Princeton NJ 08540, and Krishna Dhullipalla (referred as 'Consultant'), an Consultant hired by PAMTEN, signing on behalf of Human4ce, LLC.

PAMTEN and Consultant wish to enter into discussions with each other with respect to a potential business relationship between them and may, in the course of, or for the purpose of facilitating such discussions, disclose to one another Confidential Information as defined below. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of us, this Agreement sets out our respective obligations with respect to Confidential Information that one party to this Agreement receives (the "receiving party") from the other (the "disclosing party").

1. "Confidential Information" means any non-public business or technical information, whether or not stored in any medium, relating to the disclosing party's business (and/or those of its suppliers and customers), including but not limited to equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, inventions, applications, methodologies and other know-how, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to the disclosing party. Confidential Information includes original information supplied by the disclosing party, as well as all copies.

2. The receiving party agrees to treat the Confidential Information as confidential to and as the property of the disclosing party and to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own information of like nature) to prevent disclosure of the Confidential Information of the disclosing party. The receiving party will use Confidential Information only for the purposes of evaluating the entering into a business relationship with the disclosing party. The receiving party will not disclose Confidential Information except to the receiving party's directors, officers, and Consultant who have a need to know to carry out the purpose of this Agreement and who have been advised of and agreed to be bound by the obligation of confidentiality set forth herein.

3. Nothing in this Agreement is to be construed as granting the receiving party any title, ownership, license or other right or interest with respect to the Confidential Information of the disclosing party. Confidential Information will be held in trust by the receiving party for the disclosing party.

4. Confidential Information, together with all related memoranda, notes, and other writings prepared by the receiving party incorporating the Confidential Information, and all copies thereof, will be returned by the receiving party to the disclosing party or destroyed by the receiving party: (a) if a business relationship is not entered into with the disclosing party on or before the date which is one year after the date both parties have signed the Agreement; or (b) upon request by the disclosing party at any time. A senior officer of the receiving party, if requested by the disclosing party in writing, shall certify, by way of affidavit or statutory declaration, on behalf of the receiving party that all such Confidential Information has been returned or destroyed, as applicable.

5. The receiving party will not copy or reproduce the Confidential Information except as reasonably required for the purposes contemplated in this Agreement and will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies.

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6. This Agreement does not apply to or restrict the parties from using or disclosing:

a. Confidential Information that is or becomes public other than through a breach of this Agreement;
b. Confidential Information already known to the receiving party prior to the date of this Agreement and with respect to which the receiving party does not have obligation of confidentiality;
c. Confidential Information that is independently developed by the receiving party;
d. Confidential Information that is disclosed, without obligation of confidentiality, to the receiving party by a person or entity not party to this Agreement and who is entitled to disclose such information without breaching an obligation of confidentiality;
e. Confidential Information required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure.

7. The receiving party acknowledges that all Confidential Information is owned solely by the disclosing party (or its licensors) and that unauthorized disclosure or use of the Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the receiving party agrees that the disclosing party will have the right to obtain an immediate injunction against any breach of this Mutual Non-Disclosure Agreement, as well as the right to pursue all other rights and remedies available at law or in equity for such a breach.

8. PAMTEN and Consultant each agrees that neither of them shall have any liability to the other relating to or resulting from the use of or reliance upon the Confidential Information. Only those representations or warranties, if any that may be made in a final definitive agreement regarding the transactions contemplated hereby, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

9. Notices delivered in connection with this Agreement must be in writing and delivered to the address set out in the first paragraph of this Agreement, to the attention of the individual executing this Agreement on behalf of each party or as changed by the parties by notice in writing delivered to each other from time to time. Each party will designate in writing to the other the individual(s) in their respective organizations who are authorized to disclose and receive Confidential Information under this Agreement.

10. The parties agree to deliver further written documentation and to do or cause to be done any other things reasonably necessary to implement this Agreement.

11. Delay, failure or partial exercise by a party of any right or remedy under this Agreement will not constitute a waiver of any right or remedy. Any waiver must be in writing, but such waiver will be limited to its terms and will not constitute waiver of any other provision or breach of this Agreement.

12. If any part of this Agreement is invalid, the remaining provisions still will continue in effect.

13. This Agreement shall remain effective for a period (the "Term") beginning on the date signed by both parties (the "Commencement Date") and ending the later of one (1) year from the Commencement Date and the date on which all business relationships, if any, entered into by the parties with each other are terminated. All Confidential Information disclosed during the Term shall continue to be governed by these provisions after expiration of the Term or other termination of this Agreement.

14. Notwithstanding any other provision of this Agreement, neither party will export any technical Confidential Information acquired under this Agreement to any country to which the United States government forbids export or, at the time of export, requires an export license or approval, without first obtaining the appropriate license or approval.

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15. This Agreement sets out the parties' entire agreement concerning the matters described above and supersedes all prior written or oral agreements, understandings with respect to such subject matter. This Agreement may only be amended by consent in writing of both parties.

16. This Agreement binds the parties and their respective successors and permitted assigns. Neither party shall assign this Agreement without the prior written consent of the other.

17. This Agreement is governed by the laws of the State of New Jersey and applicable laws of the United States of America and the parties agree to the non-exclusive jurisdiction of the courts of the State of New Jersey in relation to this Agreement.

Human4ce, LLC.

By:

Name: Krishna Dhullipalla
Title: Principal
Date: May 31, 2015

PAMTEN, Inc.

By:

Name: Uma Makam
Title: Manager, HR
Date: May 31, 2015