

This CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is entered into as of 1st July 2022 by and between PE Auto Private Limited, a company registered in India and having its registered office at UG-006, UG Floor, MGF Metropolis Mall, MG Road, Gurgaon, Haryana-122002, India through its authorized signatory Mr. Gagan Agrawal (hereinafter "Company" or "PLANET ELECTRIC"), and [] (hereinafter "Recipient").

1. Purpose. This Agreement is intended to prevent Recipient from disclosing the Confidential Information as herein provided or from using the Confidential Information for purposes other than deciding whether to enter into joint venture or any other business agreements with PLANET ELECTRIC (the "Permitted Purpose").

2. Definition. Confidential Information means any information, data, or know-how, including, without limitation, ideas, concepts, trade secrets, technical know-how, intellectual property, product specifications, systems, plans, processes, procedures, techniques, methods, designs, customer and vendor lists, prospect lists, finances of PLANET ELECTRIC and any other information that PLANET ELECTRIC considers and treats as confidential, which is obtained directly or indirectly from PLANET ELECTRIC in any form, including without limitation, documentary, tangible, oral, visual or electronic. The amount and type of Confidential Information to be disclosed is within the sole discretion of PLANET ELECTRIC. Confidential Information does not include information, technical data or know-how which (i) at the time of disclosure, is available generally to the public, (ii) at a later date, becomes available generally to the public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to PLANET ELECTRIC, (iv) as shown by proper documentation, is known to Recipient at the time of disclosure independently of PLANET ELECTRIC's disclosure, (v) as shown by proper documentation, is developed independently by Recipient independent of PLANET ELECTRIC's disclosure, or (vi) is approved for disclosure by prior written permission of a authorized corporate officer of PLANET ELECTRIC.

3. Nondisclosure and Non-Use of Confidential Information.

(a) Recipient agrees not to disclose the Confidential Information to third parties or to any of Recipient's employees except employees who are required to have the Confidential Information in order to further the Permitted Purpose and have been apprised of the confidential nature of the Confidential Information. Recipient agrees that it will follow the same internal security procedures and exercise the same degree of care regarding the secrecy and confidentiality of the Confidential Information as similar confidential information of Recipient is treated by Recipient or within Recipient's organization, but Recipient agrees that it will take no less than all reasonable steps to protect the secrecy of and avoid

disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons. Recipient agrees to notify PLANET ELECTRIC in writing of any misuse or misappropriation of such Confidential Information that may come to its attention. If Recipient is required by a government body or court of competent jurisdiction to disclose any Confidential Information, Recipient agrees to give PLANET ELECTRIC reasonable advance notice so that PLANET ELECTRIC may challenge the disclosure and/or seek a protective order. The Confidential Information shall remain the property of PLANET ELECTRIC.

(b) Recipient further agrees not to use the Confidential Information provided to it by PLANET ELECTRIC for any purposes other than the Permitted Purpose.

(c) Recipient acknowledges that neither PLANET ELECTRIC nor any of its directors, officers, agents or employees shall be liable for errors, omissions or inaccuracies of any kind in the Confidential Information and Recipient shall be responsible for verifying the accuracy and correctness of the Confidential Information. Recipient acknowledges that no warranty of any kind is given regarding the Confidential Information, the same being as is, where is and with all faults and the warranties of merchantability and fitness for a specific purpose to the extent applicable, are excluded. The foregoing in no way modifies the retention by PLANET ELECTRIC of all right, title and interest in the Confidential Information.

(d) Recipient agrees to indemnify PLANET ELECTRIC for damages arising from any breach of the terms of this Agreement by Recipient, its present or future employees, officers, agents or advisors, including, without limitation, unauthorized use of the Confidential Information or disclosure of the Confidential Information by Recipient, its present or future employees, officers, agents or advisors. In addition to any and all remedies available to PLANET ELECTRIC, at law or in equity, respecting a breach hereof, Recipient agrees to take all reasonable measures, including, but not limited to, court proceedings at its own expense, to restrain current or future employees, agent or advisors from unauthorized use or disclosure of the Confidential Information.

4. Return of Materials. Any materials or documents which have been furnished to Recipient by PLANET ELECTRIC shall be promptly returned, accompanied by all copies of such documentation, within five (5) days after receipt by Recipient of a written notice from PLANET ELECTRIC requesting the return of the Confidential Information.

5. Continuing Nondisclosure and Confidentiality Obligation. Whether or not Recipient decides to enter into an agreement with PLANET ELECTRIC, the covenants pertaining to confidentiality, nondisclosure, ownership of Confidential Information and non-use in this Agreement shall nevertheless

remain in full force, unless and until PLANET ELECTRIC specifically agrees in writing to release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement.

6. No Other Obligations. This Agreement imposes no obligation on either party to disclose Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, service or products or to enter into any other agreements. No party acquires intellectual property rights under this Agreement.

7. Term The term of this Agreement shall be three (3) years from the effective date noted above, and can be extended upon the mutual consent of both company and recipient.

8. Miscellaneous.

(a) Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the Indian constitution.

(b) Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect PLANET ELECTRIC, and expressly agrees that monetary damages would be inadequate to compensate PLANET ELECTRIC for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to PLANET ELECTRIC and that, in addition to any other remedies that may be available, in law, in equity or otherwise, PLANET ELECTRIC shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting any bond.

(c) Attorneys' Fees. If PLANET ELECTRIC prevails in an action to enforce the provisions of this Agreement by obtaining substantially the relief sought, PLANET ELECTRIC shall be entitled to attorneys' fees and court costs.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their agents, officers, successors and assigns.

(e) No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

(f) Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain in full force

and effect.

(g) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings and agreements, unless the parties have subsequently executed the "Restricted and Confidential Information, Proprietary Rights and Non-Compete Agreement," some provisions of which may supersede this Agreement.

(h) Amendment. This Agreement shall not be amended other than in writing signed by PLANET ELECTRIC and Recipient.

(i) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

9. Full Reciprocity. This Agreement shall be and is fully reciprocal to afford Recipient all the same protections and bind PLANET ELECTRIC to all the same restrictions as to the confidential information of Recipient that may be communicated to or received by PLANET ELECTRIC.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality and Nondisclosure Agreement as of the date first set forth above.

PLANET ELECTRIC

By: _____

Gagan Agrawal, Director

Recipient:

By: _____

(PRINT NAME) _____