

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made as of this 01st day of Feb, 2016, by and among Selvakumari Dhanasekaran having address at 11700 Lebanon Rd Frisco Texas 75035(Disclosing Party) Mr. Paul Reaux with its office located at 505 Astor Place Drive, New Iberia, LA 70563 (Recipient)

WHEREAS, the Disclosing Party has approached the Recipient to discuss and exchange certain items and information related to Weighted Scale which the disclosing party hereto consider highly confidential and proprietary.

WHEREAS, the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of Weighted Scale
"Disclosing Party" shall mean the party disclosing information to the other relating to the Invention.

"Recipient" shall mean the party receiving information from the other relating to the Invention.

NOW, THEREFORE, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Confidential Information:

1.1. For purposes of this Agreement, "Confidential Information" means any information, however communicated, disclosed by the Disclosing Party to the Recipient (whether written or oral) or otherwise received or held by the Recipient (including, without limitation, whether so communicated, disclosed, received or held prior to or after the date of this Agreement), or bears a label or other designation (or as to which the Disclosing Party gives the Recipient written notice before or promptly after the Recipient receives such information) indicating that the information constitutes proprietary, confidential or trade secret information of the Disclosing Party, and all photocopies and other reproductions of such information, except for any such information

(a) that is or becomes generally available to the public other than as a result of disclosure by the Recipient or any party to whom the Recipient has disclosed such information;

(b) that is obtained by the Recipient, on a non-confidential basis, from a third party entitled to disclose such information;

(c) that is already known by the Recipient at the time such information is received by the Recipient;

(d) that is approved for release by the Disclosing Party; or

(e) that is at any time independently developed by the Recipient and not based upon or derived from Disclosing Party's Confidential Information.

2. Use and Nondisclosure of Confidential Information:

2.1. The Recipient only for performance of the Services, and for no other purpose shall use all Confidential Information provided by the Disclosing Party. The Recipient shall not use any Confidential Information of the Disclosing Party for any commercial or other purpose whatsoever without the specific prior written consent of the Disclosing Party.

2.2. The Recipient (a) shall protect and safeguard all Confidential Information of the Disclosing Party in the same manner and to at least the same extent as the Recipient protects and safeguards its own confidential, proprietary or trade secret information; (b) shall take any other commercially reasonable steps requested by the Disclosing Party to maintain the secrecy of such Confidential Information; (c) shall not disclose any such Confidential Information to any third party (except to those of the Recipient's directors, officers, employees, agents and representatives (collectively, "the Recipient's Representatives")), it being understood that the Recipient's Representatives shall be informed by the Recipient of the confidential nature of such information and shall be directed by the Recipient to treat such information confidentially in accordance with this Agreement without the specific prior written consent of the Disclosing Party;

2.3. Upon receiving notice of any legal demand, request or requirement for disclosure of Confidential Information, the Recipient shall (a) immediately notify the Disclosing Party of the existence, terms and circumstances of such demand, request or requirement; (b) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such demand, request or requirement; and (c) assist the Disclosing Party in taking any such steps the Disclosing Party deems to be advisable. In the event any Confidential Information must be disclosed as a result of any such demand, request or requirement, the Recipient shall disclose only that portion of the Confidential Information which it is advised by qualified legal counsel is legally required to be disclosed, and exert its best efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information disclosed.

2.4. The Recipient shall deliver to the Disclosing Party all information and materials received by the Recipient in connection with this Agreement or any proposed transaction, together with all reproductions thereof, and all copies of notebooks, reports, manuals, notes, drawings, computer disks and other written, graphic and media materials, and all equipment, product samples and other materials of any kind whatsoever, embodying or containing any Confidential Information of the Disclosing Party, upon the Disclosing Party's written request for return of any or all of the same at any time.

2.5. The Recipient agrees that it will not reproduce or make copies of the Confidential Information except as required to determine the technical and economic value of the Confidential Information, and that any such copies will be given to Disclosing Party in compliance with paragraph 2.6 below.

2.6 In the event that no substantive agreement is reached by the parties regarding the acquisition, licensing, or commercialization of the subject matter of the Confidential Information, the Recipient agrees to return all of the written information, copies, reports, papers, surveys, letters, drawings, photographs, computer printouts and software, and other materials related to the Confidential Information to Disclosing Party.

3. Relationship Between the Parties:

Nothing contained in this Agreement shall be deemed to give rise to any license, title, ownership or right of either of the parties to any patent, technology or information owned or controlled by the other party.

4. Formal Agreement:

Except for the obligations of use and confidentiality imposed herein, no obligation of any kind is assumed or implied against either party by virtue of the parties' meetings or conversations with respect to the subject matter stated above or with respect to whatever Confidential Information is exchanged.

5. Remedies for Breach:

Each of the parties as Recipient understands that any violation of this Agreement may result in irreparable injury to the other party as the Disclosing Party, and agrees that, if it violates any term of this Agreement, the Disclosing Party will be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available to the Disclosing Party.

6. Governing Law:

The substantive laws of USA shall govern this Agreement without giving effect to any law or rule that would result in a court applying the laws of any other jurisdiction. Notwithstanding the foregoing, it is expressly agreed that either party may seek injunctive relief or specific performance of the obligations hereunder in an appropriate court of law or equity.

7. Jurisdiction:

In the event of any dispute arises in future, the same is subject to the jurisdiction of USA, State of Texas USA.

8. Confidentiality Period:

With respect to the confidential information that is not highly confidential the parties agree that the confidential obligations of the Recipient shall survive for a period of 3 years after the termination of this agreement. With respect to the highly confidential information (as may be indicated during the period of agreement) the Confidentiality obligation would survive in perpetuity after either the date of termination or the date of disclosure of the confidential information.

9. Notices:

Any notice to be sent either of the parties shall be sent on the addresses of the corporate office mentioned above in writing either through registered post AD or delivered personally. The same shall be deemed to be delivered within 5 working days from the date of posting or when received in person whichever is earlier.

10. Arbitration Clause:

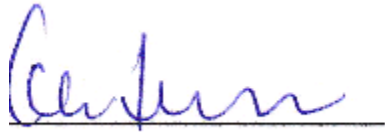
Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitrator to be agreed upon between the parties or failing agreement to two arbitrators one to be appointed by each party to the difference (whether consisting of one or more than one person) and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. All hearings will be held in Texas USA

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

11. Miscellaneous:

This Agreement (a) constitutes the entire agreement between the parties pertaining to the transfer of Confidential Information, and supersedes all prior agreements between them pertaining to those matters; (b) may not be modified except by a written amendment signed by each of the parties; (c) may not be assigned or otherwise transferred by either party without the written consent of the other party; and (d) may be executed in counterparts. No waiver of any rights under this Agreement will be effective unless in writing and signed by the party whose rights are being waived. The illegality, invalidity or unenforceability of any part of this Agreement shall not in any way diminish the validity or unenforceability of the remainder of this Agreement.

FOR DISCLOSER:

A handwritten signature in blue ink, appearing to read 'Selvakumari', is written over a horizontal line.

Name: Selvakumari Dhanasekaran
Title: Managing Director
Date: Feb-01-2016

FOR RECIPIENT:

Name:
Title:
Date: