

Smart Devices Testing And Trial (Use) Agreement

Party A: Essentially Nothing Private Limited, a company incorporated under the Companies Act, 2013, having its registered office 5th Floor, 05B102, Two Horizon Center, DLF Phase 5, Gurugram, Haryana, 122002.

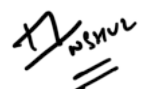
Party B(name):: Anshul Agarwal ID number: 357216367791

Address: 43A/2A,Krishna Nagar, Kanpur Road,Lucknow.

Party A and Party B are collectively, the “Parties” and respectively, the “Party”.

Whereas:

- A. Party A's general business items are: research and development of household appliances; software development; sales of communication equipment; sales of mobile terminal equipment; sales of electronic products; sales of mobile communication equipment; sales of household appliances; sales of artificial intelligence hardware; wholesale of computer software and hardware and auxiliary equipment; retail of computer software and hardware and auxiliary equipment; technical services, technology development, technical consultation, technical exchange, technology transfer, technology promotion; Internet sales (except sales of goods requiring licensing); information technology consulting services; brand management; advertising production; domestic trade agency.
- B. As a Smart Devices Consumer/ Media/ Employee of _____, Party B agrees to operate and use the Smart Devices and related accessories (hereafter refer to as "Devices") for the purposes or use set forth in this Agreement and pursuant to the terms and conditions of this Agreement.
- C. Based on Party B's representations, upon friendly negotiation and mutual agreements, Party A agrees to deliver the Devices to Party B, and Party B commits to use the Devices under the following terms and conditions:



I. Rights and Obligations of Party A

1. Party A may, in its sole discretion, decide the model and quantity of Devices with or without complete packaging, and Party A warrants that all functions of Devices are under normal use and running status.
2. Party A may entrust the courier or express delivery company for delivery of the Devices to Party B, and Party B agrees to accept personally.
3. During use, Party B may share personal information with Party A through the Devices and enable device logging. Party A agrees to keep the information aforementioned confidential and shall not use such information except for the Purpose of this Agreement.
4. Party A guarantees not to collect any sensitive personal information from Party B, including:
 - i. Codes;
 - ii. Personal property information, such as detailed information in respect of bank account, credit card, debit card or any other payment instruments;
 - iii. Physiological and psychological health condition;
 - iv. Sexual orientation;
 - v. The records generated in connection with medical treatment and medical history;
 - vi. Personal biometric information;
 - vii. Any particulars in relation to any other sensitive information specified in the foregoing clauses or as defined by laws.

II. Rights and Obligations of Party B

1. For the purposes of this Agreement, Party B shall furnish Party A with true and correct personal information while entering into this Agreement and handing over the Devices, otherwise, Party A shall be entitled to terminate this Agreement and



claim for all direct and indirect losses. This Agreement shall be signed by Party B personally, otherwise, any signature by Party B's representative or others shall be deemed invalid.

2. Party B undertakes to only use the Devices provided by Party A subject to the following use or purpose ("Purpose"):

☐ Testing

☐ Certification

☐ Software Development

☐ Hardware Development

☒ Trial as a consumer

☐ Renderings for marketing purposes / sample shots / trials for key partners / customer testing

☐ Media Evaluation

☐ Accessories (such as, USB data cables, adapters, tempered film) development and debugging

3. Party B shall comply with Party A's instructions regarding use of the Devices to prevent damage to the Devices due to misuse during testing and trial (use) process. In case that the Devices is misused, damaged or Party B causes intentional injury during use of Devices, Party A has the right to terminate this Agreement and claim for all direct and indirect losses.

4. Party B promises that, in the testing and trial (use) process, the Device shall be equipped with confidential case or reasonable confidential instruments, and shall prevent inadvertent disclosure of Devices information resulting from secret photography or other means of secret theft, by carrying out the testing or trial (use) in a confidential and safe environment.

5. Both Parties acknowledge that, in the testing and trial (use) process, Party B agrees to disclose confidential pictures, photographs or other technical parameters of the prototype or any other information relating to the Devices



solely for the Purpose of this Agreement. Party B ensures that the authorized party who has known such information shall be subject to the confidentiality obligation hereunder. In all event, any breach of this Agreement by such authorized party shall be deemed to be a breach of this Agreement by Party B.

6. Party B agrees to indemnify Party A for any loss or damage it suffered, at an amount no less than the official price of the Devices, for Party B's breach of Clause 3 of Part II. Whereas, Party A shall be entitled to claim compensation for loss, damage or cost caused to any third party as a result of intentional damage or injury arising out of use of the Devices from Party B.
7. Party B shall not use the Devices for criminal or immoral purposes and shall be liable for any penalty, liability or punishment resulting therefrom.
8. For wear and tear from non-human reasons, Party A may, to achieve the Purpose of this Agreement, at its sole discretion, to replace the Devices with the same model and specifications.
9. Party B shall, as requested by Party A, provide feedback in respect of Bug, experience, debugging or certification progress of Devices and all any other service achievement required in the testing and trial (use) process.
10. Party B shall not reverse engineer, decompile, disassemble of the Devices or any information disclosure under this Agreement, or remove, alter, circumvent or tamper with any secured parts, copyright, trade marks or logos on or of the Devices.
11. Party B shall, as requested by Party A, provide feedback in respect of Bug, experience, debugging or certification progress of Devices and all any other service achievement required in the testing and trial (use) process.
12. Party B shall return the Devices to Party A before the expiration date of the Trial (use) Period.
13. Party B acknowledges that the Devices and any materials or documentation related thereto shall remain the property of Party A. Party B shall not damage or disassemble the Devices without Party A's prior written consent in the trial (use) process.



14. Without Party A's prior written consent, Party B agrees not to disclose or divulge any information relating to the Devices, Devices specifications and parameters, functions and features, exterior images (including protective cases), screenshots of system interfaces, etc. ("Devices Information") by any means, including but not limited to:
- i. Forward Devices Information to groups or publish Devices Information on any social media or video platform including Twitter, Facebook, YouTube, WhatsApp, Telegram etc., or share or disseminate any Devices Information (including but not limited to R&D files, photos, etc.) via online meetings applications including Goot Meet, Zoom, etc.
 - ii. Install any third-party testing software or specification testing software such as Master Lu for scoring or capturing information on the specifications or configuration of the Devices.
 - iii. Information divulged to any third party due to loss, transfer, lending, lease or gift of the Devices.
 - iv. Other means led to disclosure or leakage of Devices Information to third party.

Any breach of Clause 4, 5 and 14 of Part II shall be deemed a material breach of this Agreement and Party A shall be entitled, **without limiting Party A's ability to prove actual damages or losses, to demand Party B to pay the sum of [USD20,000] as liquidated damages**, and to hold Party B liable for any recovery damages suffered from such breach and, to claim compensation for all or any loss permitted by the applicable law.

15. The obligations stipulated in Clause 14 of Part II shall not cease upon termination of this Agreement, until confidential information foregoing is in public.

III. Term and termination

1. **Trial (use) Period:** The trial (use) period is from the delivery date of the Devices to Party B or the date of _____ (year/month/day), whichever is earlier, to _____ (year/month/day). If Party B fails to achieve the Purpose of this Agreement for personal reasons, Party B shall promptly contact Party A's staff and



return the Devices to Party A. Party A shall have the right to early terminate this Agreement at any time with or without any cause by providing Party B a notice of termination and request for return of Devices no later than twenty-four (24) hours before such termination.

2. Party B shall retain the original copy of this Agreement upon receipt of the Devices until termination of this Agreement.
 3. Upon the expiration of the Trial (use) Period or early termination of this Agreement, Party B shall promptly return the Devices to Party A in its original condition.
 4. In no event, Party B shall refuse or delay return of the Devices to Party A. If Party B fails to return the Devices on time, Party A shall charge it a late penalty of 5% of the official price of the Devices per day (the official price of the Devices is subject to the official price of the Devices on the date of listing). If Party B refuses to return the Devices, Party A shall be entitled to hold Party B responsible for the illegal possession of the Devices and claim for any or all of the costs incurred by Party B as a result of such illegal possession.
 5. Party B shall be liable in accordance with Part II, Clause 14 of this Agreement for any disclosure or leakage of the Devices Information in any means whatsoever. Party B shall compensate Party A for all direct and indirect losses caused by Party B's transfer, lending, gift, lease, loss or damages of the Devices.
 6. Party B shall not be entitled to assign its rights or delegate its obligations hereunder to any third party without the written consent of Party A.
- IV. Party A may, at its sole discretion, modify/revise and construe the operation rules throughout the testing and trial (use) process, which shall not affect or compromising the validity of this Agreement in any aspect.**
- V. With respect to matters not covered in this Agreement, both Parties may negotiate or conclude a supplementary agreement.**



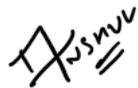
VI. This Agreement shall come into force after the signature by duly representative of both Parties hereto.

VII. This Agreement shall be governed and constructed in accordance with the law of India and in the event of any dispute under this agreement shall be referred to the exclusive courts of Gurugram.

Essentially Nothing Private Limited
(Authorized Signatory)

Party B:
(Authorized Signatory)

Party A (seal):

Party B (signature): 

Legal representative:

ID number: 357216367791

Contact Number:

Contact Number: 8400460900

Date:

Date:

IMEI :

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भारत सरकार
GOVERNMENT OF INDIA



अंशुल अग्रवाल
Anshul Agarwal
जन्म तिथि / DOB: 12/10/2002
पुरुष / MALE



3572 1636 7791

मेरा आधार, मेरी पहचान

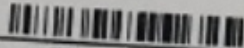
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भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: दीन दयाल अग्रवाल,
43A/2ए, कृष्णा नगर,
कौन्तोनी, कृष्णा नगर,
मानसनगर, लखनऊ,
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