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# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into and is effective as of this **25th** day of **October**, **2025** ("Effective Date"), at **Pune, India**

## BY AND AMONGST

**Greenerth ClimaTech and Impact Solutions Pvt. Ltd.**, having its registered office at Pune, India (hereinafter referred to as "Greenerth" or the "First Party", which expression shall, unless repugnant or inconsistent to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

## AND

**AIB Innovations**, residing at Indore, India (hereinafter referred to as the "Second Party", which expression shall, unless repugnant or inconsistent to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The First Party and the Second Party shall individually be referred to as a "Party" and collectively as the "Parties".

## BACKGROUND

A. The Parties intend to collaborate on the development, investment, operation, and registry verification of biochar production plants in India ("Purpose").

B. The Parties recognize that, in the course of their collaboration, either Party ("Discloser") may disclose certain Confidential Information (as defined below) to the other Party ("Receiver").

C. The Parties are entering into this Agreement to ensure that all Confidential Information exchanged in relation to the Purpose remains strictly protected and is not disclosed to unauthorized parties.

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## 1. DEFINITIONS

1.1 **"Affiliate"** means, with respect to any Person, any entity that controls, is controlled by, or is under common control with such Person.

1.2 **"Applicable Laws"** means all applicable statutes, enactments, laws, ordinances, rules, regulations, notifications, guidelines, judgments, decrees, or other governmental requirements in force in any jurisdiction relevant to this Agreement.

1.3 **"Authorized Persons"** means employees, officers, directors, agents, contractors, professional advisors, or consultants of the Receiver who have a strict need to know the Confidential Information for the Purpose and who are bound by confidentiality obligations no less stringent than those set forth in this Agreement.

1.4 **"Confidential Information"** includes, but is not limited to:

- All information, whether written, oral, electronic, or otherwise, pertaining to business plans, financial data, trade secrets, technical processes, know-how, project details, investment structures, registry documentation, operational methodologies, supplier and customer lists, contracts, intellectual property, employee information, and any other proprietary or sensitive information disclosed in relation to the Purpose.
- All technical, commercial, legal, and financial information exchanged between the Parties, including but not limited to: project feasibility studies, investment proposals, plant designs, process flows, carbon credit registration documents, verification protocols, and any information relating to third-party partners, investors, or registry authorities.
- Any notes, analyses, compilations, studies, interpretations, or other documents prepared by the Receiver or its Representatives which contain, reflect, or are based upon, in whole or in part, any Confidential Information.

Confidential Information does not include information that:

- (a) is or becomes publicly available through no fault of the Receiver;
- (b) was lawfully in the Receiver's possession prior to disclosure by the Discloser;
- (c) is lawfully obtained by the Receiver from a third party without breach of any confidentiality obligation;

(d) is independently developed by the Receiver without use of or reference to the Discloser's Confidential Information, as evidenced by written records.

1.5 **"Control"** means the ownership of more than 50% of the equity shares or other voting securities of a Person, or the power to direct the management and policies of a Person.

1.6 **"Derivatives"** means any translation, abridgment, revision, improvement, modification, or adaptation of Confidential Information, and any new material derived from such Confidential Information.

1.7 **"Discloser"** means the Party disclosing Confidential Information.

1.8 **"Person"** means any individual, corporation, partnership, trust, joint venture, association, government, or other entity.

1.9 **"Receiver"** means the Party receiving Confidential Information.

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## 2. NON-DISCLOSURE OBLIGATIONS

2.1 The Receiver agrees:

2.1.1 To hold all Confidential Information in strict confidence and take all necessary precautions to protect such Confidential Information from unauthorized disclosure.

2.1.2 Not to disclose, publish, or reproduce any Confidential Information to any Person except to Authorized Persons who need to know such information for the Purpose, and only after ensuring such persons are bound by confidentiality obligations at least as strict as those herein.

2.1.3 Not to use the Confidential Information for any purpose other than the Purpose stated above, including but not limited to competitive or commercial advantage.

2.1.4 To promptly notify the Discloser of any unauthorized disclosure, misuse, or loss of Confidential Information.

2.2 The Receiver shall not copy, reverse engineer, decompile, or disassemble any materials or information disclosed under this Agreement except as strictly necessary to fulfill the Purpose.

2.3 The Receiver shall ensure that all Authorized Persons are aware of and comply with the confidentiality obligations under this Agreement.

2.4 Neither Party shall disclose any information to the other Party in violation of any confidentiality obligations to, or proprietary rights of, any third party.

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## 3. COMPELLED DISCLOSURE

3.1 If the Receiver is compelled by Applicable Law, regulation, or court order to disclose Confidential Information, it shall provide the Discloser with prompt written notice (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest or limit the scope of such disclosure. The Receiver shall use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

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## 4. OWNERSHIP OF CONFIDENTIAL INFORMATION AND OTHER MATERIALS

4.1 As between the Discloser and the Receiver, the Discloser shall be the sole and exclusive owner of all its Confidential Information and any Derivatives thereof, whether created by the Discloser, the Receiver, the Authorized Persons, or any other Person.

4.2 No license or other rights to the Confidential Information or Derivatives are granted or implied under this Agreement.

4.3 All tangible and intangible materials furnished to one Party by the other Party shall remain the property of the Party furnishing such materials, which shall be returned or destroyed by the Receiver upon request by the Discloser.

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## 5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and continue in perpetuity with respect to the confidentiality obligations for all Confidential Information disclosed during the term of this Agreement.

5.2 Upon termination of discussions or upon written request by the Discloser, the Receiver shall promptly return or destroy all Confidential Information, including all copies, notes, or extracts thereof, and certify in writing such destruction or return.

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## 6. REMEDIES

6.1 The Parties agree that any breach of this Agreement may cause irreparable harm to the Discloser for which monetary damages may be inadequate. The Discloser shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity.

6.2 All remedies, either under this Agreement, Applicable Law, or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges, or remedies provided by the Agreement, Applicable Law, or otherwise.

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## 7. GENERAL PROVISIONS

7.1 **Waiver and Cumulative Remedies:** No delay or omission in exercising any right, power, or remedy accruing to any Party upon any breach or default shall impair any such right, power, or remedy, nor shall it be construed as a waiver of any such breach or default.

7.2 **Severability:** If any provision of this Agreement is or becomes or is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be fully severable, and the remaining provisions shall remain in full force and effect.

7.3 **Assignment:** Neither Party may assign, transfer, charge, or otherwise deal with all or any of its rights and/or obligations under this Agreement without the prior written consent of the other Party.

7.4 **Governing Law and Dispute Resolution:**

7.4.1 This Agreement shall be governed by and construed in accordance with the laws of India.

7.4.2 Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in Pune, India, in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English.

7.4.3 The courts in Pune, India, shall have exclusive jurisdiction for any interim or permanent equitable or injunctive relief.

7.5 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

7.6 **Amendment:** Any amendment or modification of this Agreement must be in writing and signed by both Parties.

7.7 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date first above written.

Signed for and on behalf of **Greenerth**

Name: Saurabh Mehendale

Title: CEO & Co-Founder

Signed for and on behalf of **AIB Innovations**

Name: Akshat Jain

Title: CEO & Co-Founder

