

- f. Restrict disclosure of the Confidential Information only to those of its employees, agents, contractors, or affiliates who have a legitimate **"need to know"** and who are bound by confidentiality obligations;
- g. Not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

3. Confidential Information Shall Not Include Any Information Which:

- a. Was in the lawful possession of the Receiving Party prior to disclosure by the Company, as evidenced by written documentation;
- b. Becomes publicly available through no fault or breach of the Receiving Party;
- c. Is lawfully disclosed to the Receiving Party by a third party who is not in violation of any obligation of confidentiality;
- d. Is independently developed by the Receiving Party without reference to or use of the Confidential Information; or
- e. Is required to be disclosed under any applicable law, regulation, or valid court or governmental order, provided that the Receiving Party gives the Company prompt written notice of such requirement.

4. This Agreement shall commence on the "Effective Date" and shall continue for the duration of the engagement or relationship between the Parties, or such longer period as required by law, or in the case of trade secrets, indefinitely until such information lawfully enters the public domain.

5. Upon termination of the engagement or written request from the Company, the Receiving Party shall, within seven (7) days:

- a. Return all documents, materials, media, and records containing Confidential Information, or
- b. Permanently destroy such materials (in both digital and physical form), and
- c. Provide a written certification of compliance with this clause, if requested.

6. Nothing in this Agreement shall be construed as granting, either expressly or by implication, any license, ownership, or other rights to the Receiving Party in or to any Confidential Information, patents, copyrights, trademarks, or other intellectual property of the Company.

7. The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Company, for which monetary damages may be inadequate. Accordingly, the Company shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy, in addition to any other legal remedies available under law.

8. This Agreement shall be governed by the laws of the Republic of India. The courts located in Tamil Nadu shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement. If any provision of this Agreement is held to be unenforceable, such provision shall be modified to the extent necessary to make it enforceable or, if not possible, severed, and the remaining provisions shall remain in full force and effect

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

CYBOGLABS PRIVATE LIMITED

Name :
Designation :
Signature :
Date :

RECEIVING PARTY

Name :
Designation :
Signature :
Date :