

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into between iVoyant Systems Private Limited, (“Company”) and the other party named on the signature page hereto (“Intern”) as of **February 13, 2023** (the “Effective Date”), to protect the confidentiality of certain confidential information of the Company to be disclosed under this Agreement solely for use in evaluating or pursuing Internship (the “Permitted Use”). Company and Intern may be referred to herein individually as a “Party” and collectively as the “Parties”.

- I. As used herein, the “Confidential Information” of the Company will mean any and all technical and non- technical information disclosed by the Company (the “Disclosing Party”) to the other Party (the “Receiving Party”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.
- II. Subject to Section III, the Receiving Party always agrees that and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only themselves.
- III. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- a. was in the public domain at the time it was disclosed to the Receiving Party.
 - b. entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party.
 - c. was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to the Receiving Party.
 - d. was rightfully communicated to the Receiving Party as free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or
 - e. was developed by the Intern with no access to any Confidential Information.
 - f. was approved for release or use by written authorization of the disclosing party.
- IV. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.
- V. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.
- VI. Upon termination or expiration of this Agreement, or upon written request by the Disclosing party, Receiving party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof, within a week of Termination/Expiration/Request
- VII. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has been issued or that may be issued, based on such Confidential Information. Receiving Party will not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential

Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

- VIII. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party. Intern shall not use the Company's name, trademarks, proprietary words or symbols or disclose under this agreement in any publication, digital/print media, marketing material, or otherwise without the prior written approval of the other.
- IX. This Agreement will terminate five (5) year(s) after the Effective Date. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section III.
- X. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of India. Any disputes under this Agreement may be brought only in the Courts of Bengaluru, India. This Agreement may not be amended except by a writing signed by both parties.
- XI. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- XII. The Receiving Party will not sell or export, directly or indirectly, any technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the governing laws or regulations.
- XIII. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of

receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

- XIV. Intern agrees that the software programs of the Company contain valuable confidential information and agrees that he/she will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the Company without the prior written consent.
- XV. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.
- XVI. Each Party warrants that it has the authority to enter into this Agreement. This Agreement is executed in two counterparts, each of which will be deemed to be in original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:**IYOYANT SYSTEMS PRIVATE LIMITED**Name: **Gp Capt Y P Sheetal Vignan (R)**Title: **COO**Address: #12, 24th Main Road, J P
Nagar 2nd Phase,
Bengaluru- 560078**INTERN:****Bhavish S**

Name of the Intern



Signature

Software Intern

Title (if applicable)

Address: Mailimane(V), church road, Joldal(P),
Chikkamagalur(T&D), 577130