



राजस्थान RAJASTHAN

R 151149



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is effective from July 1, 2021 ("Effective Date") between **Runtime Software Private Limited** (hereinafter referred to as 'Developer'), having its registered office at 23/48, Mansarovar, Jaipur - 302020 and **Genus Innovation Limited**. (hereinafter referred to as 'Client'), having its corporate office at Plot no. : SPL-2B, RICCO Industrial Area , Sitapura Jaipur Raj. 302022. The 'Developer' and the 'Client' are hereinafter collectively referred to as "Parties", individually as "Party".

Whereas, the Parties wish to hold discussions about Software development for R&D management (collectively, the "Purpose");

Whereas, the Parties may disclose Confidential Information, as defined herein, in the course of these discussions to each other;

Whereas, the Parties desire to protect the Confidential Information which may be disclosed between them.

In consideration of the disclosure of Confidential Information, each Party agrees:

Information. Nothing in this Agreement shall be construed to give either Party the right to offer for sale any

- Confidential Information.** "Confidential Information" means any and all non-public information directly or indirectly disclosed by either Party to the other for the Purpose,

For Runtime Software Private Limited

Raghav Garg
Director



Confidential 1/4

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सं. स. दिनांक

मुद्रांक का मूल्य

केता का नाम

पिता पति का नाम

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(रुपये)

संजीव ठोकर
स्टाम विक्री लान. 55/2010-१।
ज. विज्ञा परिसर जग्गा

राजस्थान स्टाम अधिनियम, 1955 के अन्तर्गत स्टाम राजी पर आवाहित अधिकारी का नाम	
1. आधिकारी का नाम और संबंधित अधिकारी का नाम	
(दाला 3-क) -10 एकांश	
2. ग्राम और उसकी नस्त के संस्करण और संस्करण है (३-वा) प्राकृतिक आवाहितों एवं नवाच नियंत्रित आवाहितों के संस्करण हैं 20 एकांश	
हस्ताक्षर संग्रहीत करने वाले का नाम	



STATE ELECTRICITY BOARD, RAJASTHAN

This Ministry Non-Bidder's Name Adjudication Award (Award Letter) is furnished you July 1, 2007
(Effective Date) between Rambhoomi Sanwars Limited (hereinafter referred to as
the "Bidders"), having its registered office at 3239, Mansarovar, Sector - 385050 and Ganga
Innovation Limited, the beneficiary letter of no. O/001, issued by the concerned office to Bid no.
SPR-58, RICOO Jhunjhni Area, Gisborne Junction Rd, 305055, the Devarpura and the City
of Devarpura officially known as "Pali", individually as "Pali".

Whereas, the Pali Electric Area, to hold distributional spot Gisborne development for RJD
management (described, in the Annexure),

Whereas, the Pali Electric Area, to hold distributional spot Gisborne development for RJD
management of free distribution area of the concerned information, as defined below, to the

Whereas, the Pali Electric Area, to hold distributional spot Gisborne development for RJD
management of free distribution area of the concerned information, as defined below,

In consideration of the distribution of concerned information, each Party agrees:

1. Confidential Information, "Confidential Information" means such and all non-public
information directly or indirectly disclosed by either Party to the other for the purpose

Confidentiality



For Rambhoomi Sanwars Limited

Director

Mr. Dinesh Kumar

including, without limitation, all technical information about either Party's products or services, product specifications, pricing, marketing, other business or financial information or plans of either Party, and all trade secrets of either Party. The Confidential Information may be transmitted orally, in writing or electronically.

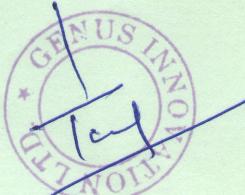
Notwithstanding the foregoing, "Confidential Information" shall not include,

- (i) any information that is in the public domain other than due to a breach of this Agreement,
- (ii) any information in the possession of the Recipient prior to disclosure by the Discloser hereunder, or
- (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either Party that discloses Confidential Information hereunder, and "Recipient" means either Party that receives it.

2. **Protection.** The Recipient shall keep all Confidential Information of the Discloser confidential, provided that trade secret information shall be maintained in confidence until the longer of (i) three years from the date of disclosure; or (ii) until the information is no longer a trade secret under applicable law. Except as provided in Section 3, the Recipient shall not, directly or indirectly, disclose the Confidential Information to any third party, and the Recipient shall take reasonable care to protect the Discloser's Confidential Information. The Recipient shall not make any copies of any tangible documentation or materials provided hereunder, except to the extent necessary for the Purpose. The Recipient shall not use the Confidential Information of the Discloser for any reason other than for the Purpose.
3. **Permitted Disclosures.** The Recipient may only disclose the Confidential Information provided hereunder to its employees, agents, consultants and contractors who are directly involved in the Purpose and whom the Recipient has legally bound to comply with reasonable confidentiality obligations. The Recipient may also disclose Confidential Information to the extent it is obliged to do so under applicable laws, so long as it gives the Discloser reasonable notice to enable the Discloser to take protective steps.
4. **Return.** Upon the written request and choice of the Discloser, the Recipient shall either
 - (i) return all Confidential Information (including all copies) to the Discloser; or
 - (ii) destroy all Confidential Information (including all copies) and provide written certification of their destruction to the Discloser.
5. **Term.** This Agreement shall commence on the Effective Date and shall continue for five (5) years after the Effective Date. The provisions of this Agreement that are applicable to circumstances occurring after termination or expiration shall survive such termination or expiration.
6. **Warranty.** The Parties represent and warrant that they have the right to engage in the discussions and to disclose all information disclosed in the discussions. Notwithstanding the above, the Discloser does not make any representation or warranty as to the accuracy or completeness of the Confidential Information.
7. **No Obligations.** Neither Party is under any obligation to disclose Confidential Information. Nothing in this Agreement obligates either Party (i) to offer for sale any product or service using or incorporating the Confidential Information it discloses; or (ii) to purchase any product or service from the other Party.
8. **Ownership.** All rights in the Confidential Information disclosed remain the property of the Discloser. The Recipient does not acquire any intellectual property rights to the Discloser's Confidential Information.

For Runtime Software Private Limited

Raashan & Co.
Director

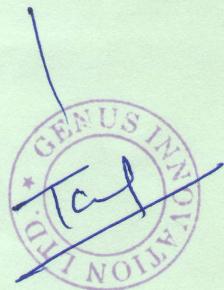


Confidential 2/4

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof, and it supersedes any and all prior agreements, understanding or other communications, whether written or oral, formal or informal, between them. No consent, waiver, alteration, amendment, or modification shall be binding unless in writing and signed by the Parties. This shall also apply to a waiver of the written form requirement.
10. **Assignment.** Neither Party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other Party.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India excluding its conflict-of-law rules.
12. **Arbitration.** If any dispute arises in relation to or in connection with this Agreement, Parties shall attempt to first resolve such dispute or claim through mutual discussions. If the Dispute is still not resolved through discussions after 30 (thirty) days, then any Disputing Party may submit the claim or Dispute to be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments made thereunder ("Arbitration Act"). The Parties shall jointly be entitled to appoint a sole arbitrator, provided that if the Parties fail to agree upon a sole arbitrator within 30 (thirty) days of the notice to submit the Dispute for arbitration, the Dispute shall be heard by such arbitrator as may be appointed as per the provisions of the Arbitration Act. All arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be Jaipur.. The Parties would be entitled to seek interim relief from the courts of Jaipur, Rajasthan, India.
13. **Injunctive Relief.** The Parties acknowledge that a breach of this Agreement can cause the Discloser to suffer irreparable harm. IF ANY SUCH BREACH OCCURS OR IS THREATENED, THE DISCLOSER MAY SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE AND OTHER EQUITABLE REMEDIES (IN ADDITION TO ANY AND ALL OTHER REMEDIES AT LAW) WITHOUT PROOF OF MONETARY DAMAGES OR THE INADEQUACY OF OTHER REMEDIES, AND THE RECIPIENT WAIVES ITS RIGHT TO ALL SUCH DEFENSES.
14. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

For Runtime Software Private Limited

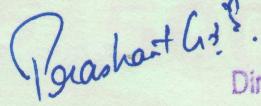
Rakesh G.
Director



IN WITNESS WHEREOF, the Parties hereto have duly executed this Confidentiality Agreement as of the date written below.

Runtime Software Private Limited

Date: For Runtime Software Private Limited

Signature: 
Director

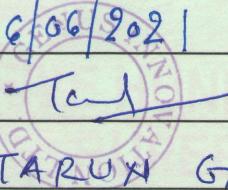
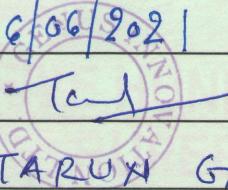
Name: Prashant Gupta

Position: Director

Date: 26/06/2021

Genus Innovation Limited

Date: 26/06/2021

Signature: 


Name: TARUXI GUPTA

Position: GENERAL MANAGER

R 151149