

## NON-DISCLOSURE AGREEMENT

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**This Non-Disclosure Agreement ('Agreement') is made and entered into on 2025-11-14 ('Effective Date') by and between Incture, a India corporation with its principal place of business at Mandya,Karnataka ('Disclosing Party'), and M Keerthana, Associate software engineer at Incture ('Receiving Party').**

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WHEREAS, the Disclosing Party desires to disclose to the Receiving Party certain confidential information relating to the Disclosing Party's business, products, and services ('Confidential Information'); and

WHEREAS, the Receiving Party desires to obtain access to the Confidential Information for the purpose of evaluating a potential business opportunity with the Disclosing Party.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

a. 'Confidential Information' means all information, whether written or oral, that is disclosed by the Disclosing Party to the Receiving Party under this Agreement, including but not limited to trade secrets, business plans, financial information, customer lists, marketing strategies, and any other information that is marked as confidential or that a reasonable person would understand to be confidential.

b. 'Disclosing Party' means Incture and any of its affiliates, officers, directors, employees, agents, and representatives.

c. 'Receiving Party' means M Keerthana and any of his or her affiliates, officers, directors, employees, agents, and representatives.

1. The Disclosing Party shall disclose to the Receiving Party only such Confidential Information as is necessary for the Receiving Party to evaluate a potential business opportunity with the Disclosing Party.

2. The Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.

1. The Receiving Party shall maintain the Confidential Information in strict confidence and shall not use the Confidential Information for any purpose other than to evaluate a potential business opportunity with the Disclosing Party.

2. The Receiving Party shall return all Confidential Information to the Disclosing Party upon request or upon termination of this Agreement.

The following information shall not be considered Confidential Information:

- a. Information that is publicly available or becomes publicly available other than by a breach of this Agreement.
- b. Information that is already known to the Receiving Party at the time of disclosure.

This Agreement shall commence on the Effective Date and shall continue for a period of [X] months from the Effective Date.

Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party, including all copies and derivative works, within [X] days of termination.

In the event of a breach of this Agreement by the Receiving Party, the Disclosing Party shall have the right to seek injunctive relief and/or monetary damages, including all costs and expenses associated with enforcing this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AGREEMENT ENTERED INTO ON [DATE] BY AND BETWEEN:

Incture

By: \_\_\_\_\_

Title: \_\_\_\_\_

M Keerthana

By: \_\_\_\_\_