

# CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ('Agreement') is entered into on 2025-11-27 by and between Incture, a Cherrywork with its principal place of business at Mysuru,Karnataka ('Company'), and M Keerthana ('Employee').

## Definitions

In this Agreement, the following terms shall have the meanings set forth below:

- 'Confidential Information' means all confidential and proprietary information of the Company, including but not limited to trade secrets, know-how, business plans, financial information, and other sensitive data.
- 'Disclosing Party' means the Company or the Employee, as the context requires.
- 'Receiving Party' means the Company or the Employee, as the context requires.

## Confidentiality Obligations

The Receiving Party agrees to keep confidential and not disclose any Confidential Information to any third party, except as permitted by this Agreement.

The Receiving Party shall use the Confidential Information only for the purposes of this Agreement and shall not use it for any other purpose without the prior written consent of the Disclosing Party.

## Exclusions from Confidentiality

The Receiving Party is not obligated to maintain the confidentiality of any information that:

- is or becomes publicly known through no fault of the Receiving Party;
- is already in the possession of the Receiving Party at the time of disclosure;
- is obtained by the Receiving Party from a third party who has the right to disclose it;
- is independently developed by the Receiving Party without use of the Confidential Information.

## Term and Termination

This Agreement shall commence on the date of execution and shall continue for a period of 9 hours from the date of execution.

Either party may terminate this Agreement upon 365 days' written notice to the other party.

## Governing Law

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

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the none.

## Entire Agreement

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

This Agreement may not be amended or modified except in writing signed by both parties.

## Dispute Resolution

Any disputes arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the none.

The arbitration shall be conducted by a single arbitrator who shall be selected by the parties or, if the parties are unable to agree on an arbitrator, by the none.

## Acknowledgement

By signing below, the parties acknowledge that they have read, understand, and agree to be bound by the terms and conditions of this Agreement.

The parties acknowledge that they have had the opportunity to seek independent counsel and have done so to the extent they desire.

## Signature

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.

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