

Non-Disclosure Agreement

Effective Date: 30 June, 2024

Participant: Mr. Sagar Dadaji Ahire

of India while courts of New Delhi, Rajasthan and Maharashtra shall have the exclusive jurisdiction to entertain disputes, disagreements arising out of the agreement.

In order to protect certain confidential information that may be disclosed by Discloser ("DISCLOSER") to the "Participant" above, they agree that:

- **The confidential information disclosed under this Agreement is described as:**
 1. "Confidential Information" means and includes all information or material that is commercially valuable to DISCLOSING PARTY and not generally known or readily ascertainable in the industry, including but not limited to, technical information, technical know-how, intellectual property information (including trademarks, copyrights, patents, designs, etc.), designs, devices, diagrams, codes, processes, inventions, projects, software, literary and artistic works, schematics, trade secrets, including publication material, notes and any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect DISCLOSING PARTY's business, reputation or business' reputation.
 2. The RECEIVING PARTIES hereby acknowledges that it has received the confidential information of the DISCLOSING PARTY during and before the course of performance of its obligations under the engagement agreement as mentioned above.
 3. The RECEIVING PARTY shall not willfully disclose the confidential information received by it to anyone without DISCLOSING PARTY's prior written consent except with the RECEIVING PARTY'S partners, associates, patent agents, and advocates on "need to know" basis.
 4. The RECEIVING PARTY shall use the Confidential Information of the DISCLOSING PARTY only for the Purpose as mentioned above not for its own benefits or the benefit of anyone other than DISCLOSING PARTY.
- **The Participant shall use the confidential information received under this Agreement for the purpose of:**
 1. The RECEIVING PARTY shall not market and/or sell and/or create any product that is based in whole or in part of the Confidential Information of the DISCLOSING PARTY received by it.
 2. The Confidential Information shall be maintained in confidence by the RECEIVING PARTY unless or until it shall have been made public by an act or omission of DISCLOSING PARTY or another party.
 3. Upon termination of the engagement agreement or by request of the DISCLOSING PARTY at any time, the RECEIVING PARTY shall return the Confidential Information of the DISCLOSING PARTY as provided in this agreement.
 4. Any dispute, disagreement, issue etc. arising out of the agreement shall be construed in accordance of the laws of India while courts of New Delhi, Rajasthan and Maharashtra shall have the exclusive jurisdiction to entertain disputes, disagreements arising out of the agreement.

- **The Participant shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Participant uses to protect its own confidential information of a like nature.**
- **The Participant shall have a duty to protect only that confidential information which is (a) disclosed by DISCLOSER in writing and marked as confidential at the time of disclosure, or which is (b) disclosed by DISCLOSER in any other manner and is identified as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to the Participant within 30 days of the disclosure.**
- **This Agreement imposes no obligation upon the Participant with respect to confidential information that becomes a matter of public knowledge through no fault of the Participant.**
- **The Participant does not acquire intellectual property rights under this Agreement except the limited right of use set out in paragraph 2 above.**
- **DISCLOSER makes no representation or warranty that any product or business plans disclosed to the Participant will be marketed or carried out as disclosed, or at all. Any actions taken by the Participant in response to the disclosure of confidential information by DISCLOSER shall be solely at its risk.**

- The Participant acknowledges and agrees that the confidential information is provided on an AS IS basis.
DISCLOSER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DISCLOSER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION.
- Upon DISCLOSER's written request, the Participant shall return to DISCLOSER or destroy all written material or electronic media and the Participant shall deliver to DISCLOSER a written statement signed by the Participant certifying same within 5 days.
- The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
- All additions or modifications to this Agreement must be made in writing and must be signed by both parties.
- This Agreement is made under and shall be construed according to the laws of India while courts of New Delhi, Rajasthan and Maharashtra shall have the exclusive jurisdiction to entertain disputes, disagreements arising out of the agreement.

Witness # 1

Name: Mr.Darshan Deshmukh
Title: Founder

Witness # 2

Name: Mr. Raj Nandale
Title: Co-Founder

PARTICIPANT

Authorized Signature

Name: Sagar Dadaji Ahire

Title: Working Student

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india