



Non-Disclosure Agreement

This **Nondisclosure Agreement (“NDA”)** is entered into by and between **AYUSHI RATHI** and GirlScript Foundation & GirlScript Technologies Pvt Ltd for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”). The parties agree as follows:

1. Confidential Information

“Confidential Information” is proprietary trade secret information contained within and relating to Disclosing Party’s business plan including but not limited to: business description, marketing plan, ideas sales revenue forecast, profit and loss forecast, capital spending plan, cash flow forecast, future trends, personnel plan, business goals, personal financial statement, supporting documents and information conveyed in writing or in discussion that is indicated to be confidential.

2. Non-Disclosure

Receiving Party will treat Confidential Information with the same degree of care and safeguards that it takes with its own Confidential Information, but in no event less than a reasonable degree of care. Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information.

Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party’s behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party. Receiving Party will advise each officer, director or employee to whom it provides access to any Confidential Information that they are prohibited from using it or disclosing it to others without the Disclosing Party’s prior written consent.

3. General Provisions

(a) Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

(b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

(c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

(d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(e) Injunctive Relief: Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.

(f) Indemnity: Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

(g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

(h) Governing Law: This Agreement shall be governed in accordance with the laws of the State of Maharashtra.

(i) Jurisdiction: The parties' consent to the exclusive jurisdiction and venue of the federal and state courts located in Maharashtra in any action arising out of or relating to this Agreement. The parties waive any other venue to which either party might be entitled by domicile or otherwise.

The ideas, presentation, discussion or any other activity which is done in the GirlScript community & the company about the upcoming project, events, personnel plan should remain confidential and is subjected to be used by the GirlScript Foundation & GirlScript Technologies PVT LTD only. No other party or community is allowed to use them personally or professionally.



AYUSHI RATHI
(Student Mentor)

Recipient Name and Designation

Date: **23-06-20**

Mohit Varu

GirlScript Foundation
GirlScript Technologies Pvt Ltd