MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into **by and between** IIT(ISM) Dhanbad, a company / LLP incorporated under the Companies Act 1956/2013 or Limited Liability Partnership Act, 2011 (hereinafter referred to as the **First Party)** having its principal office at Police Line Road, Main Campus IIT (ISM, near Rani Bandh, Hirapur, Sardar Patel Nagar, Dhanbad, Jharkhand 826004

and

Reverie Language Technologies Limited (Formerly known as Reverie Language Technologies Private Limited) and/or its Affiliated Companies, (hereinafter referred to as **Reverie),** a company incorporated under the provisions of Companies Act, 1956 having its principal office at 5th Floor, Avana Building No 884/327/39, Ibblur Village, Sarjapura Road Bangalore KA 560102 IN.

The 'First Party' and 'Reverie' are individually referred to as a Party and collectively referred to as Parties within this Agreement.

For the purpose of this Agreement, "Affiliated Company" means any legal entity that a Party controls, that controls a Party, or with which it is under common control at the time of the disclosure of the Confidential Information and for so long as such control exists. Control is deemed to happen by exercising 50% or more of the voting rights.

1.   Purpose

1.1.   The First Party and **Reverie** wish to explore opportunities of mutual interest concerning each Party's business, operations, products, projects and/or proprietary technology ("Purpose"). In connection with such Purpose, Confidential Information (as defined below) may be provided by one Party (the Providing Party) to the other Party (the Receiving Party). This Agreement is intended to allow both Parties to have open discussions regarding the Purpose, while still affording complete protection of the Providing Party's Confidential Information against disclosure, breach or unauthorized use. Written agreements regarding authorized disclosures or use of the Providing Party's Confidential Information may, but need not, be entered into between the Parties in the future.

2.   Definition

Confidential Information means any of the Providing Party's information relating to (i) the Providing Party's technology and products used and/or owned by the Providing Party including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products, services, software, inventions, patent applications, techniques, processes, developments, algorithms,

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formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information (collectively, Technical Information), and/or (ii) the Providing Party's operations and business or financial plans or strategies, including but not limited to customers, customer lists, markets, financial statements and projections, product pricing and marketing, financial or other strategic business, plans or information and environmental circumstances such as meetings of the Parties (collectively, Business Information), disclosed to the Receiving Party by the Providing Party either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities.

3.   **Non-Disclosure of Confidential Information**

The Receiving Party agrees not to use any Confidential Information disclosed to it by the Providing Party for its own use or for any other reason except for the Purpose. The Receiving Party shall not and shall not permit any employee or third party to translate, reverse engineer, disassemble, decompile, recompile, update or modify any software part of Confidential Information without the prior express written consent of the Providing Party. The Receiving Party will not disclose any Confidential Information of the Providing Party to third parties or to employees of the Receiving Party except to its employees who are required to have the information in order to carry out the discussions of the contemplated business. The Receiving Party will advise its employees who have access to the Confidential Information of the Providing Party of their confidentiality obligations under this Agreement and will promptly notify the Providing Party in writing of the name of each such employee upon the request of the Providing Party at any time. The Receiving Party shall have the full and sole liability and responsibility for all breaches by the persons who will be given access to the Confidential Information under the Receiving Party responsibility. The Receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and/or use of Confidential Information of the Providing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. The Receiving Party agrees to notify the Providing Party promptly in writing of any breach, misuse or misappropriation of Confidential Information of the Providing Party that may come to the Receiving Party's attention.

4.   **Ownership**

4.1.   Unless stated otherwise, all Confidential Information disclosed under this Agreement (including information contained in computer software or held in electronic storage media) shall be deemed to be and remain the property of the Providing Party.

4.2.   If any specific rules apply with respect to the use of the Confidential Information pertaining to the providing party, the Providing Party shall inform in writing the Receiving Party. The Receiving Party shall abide by these rules.

5. Return of Materials

5.1. Any materials or documents which have been furnished by the Providing Party to the Receiving Party will be promptly returned or destroyed, at the discretion of the Providing Party, accompanied by all copies of such documentation, at any time upon the Providing Party's request during the term of the Agreement and/or upon its termination and/or expiration.

5.2. In the case of destruction of the Confidential Information as provided in Article 5.1, the Receiving Party shall confirm said destruction in writing within three (3) calendar days after the request of the Providing Party.

6. No license

Nothing in this Agreement shall be construed as granting any rights to the Receiving Party under any patent or copyright, nor shall this Agreement be construed to grant the Receiving Party any rights in or to the Providing Party's Confidential Information, except the limited right to review or utilize such Confidential Information solely for the defined purpose.

7. No warranty

All Confidential Information made available by a party or exchanged between the Parties pursuant to this Agreement shall be provided on an «as is» basis, without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and neither Party shall be liable for any direct or indirect, special, incidental, consequential or other damages resulting from the use by the Receiving Party of the Confidential Information disclosed under this Agreement.

8. Limitations

8.1. The foregoing obligations shall not apply to any information which:

8.1.1. is in, or becomes part of the public domain without violation of the Agreement;

8.1.2. was in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the providing Party;

8.1.3. is legally obtained by the Receiving Party from a third party without an obligation of confidentiality;

8.1.4. is independently developed by the Receiving Party as demonstrated by written records, completely independent of any such disclosure by the Providing Party;

8.1.5. is approved for release by distinctive written agreement of the Providing Party;

8.1.6. is required to be disclosed in order to comply with a judicial order or decree, provided that the Receiving Party shall use its best efforts to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining

knowledge or receiving notice of such action, notify the Providing Party thereof and give both Parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

8.2. The above exceptions have to be evidenced by the Receiving Party.

8.3. If only a portion of the Confidential Information falls under any of the above exceptions, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

9. Miscellaneous

9.1. This Agreement shall be binding upon and for the mutual benefit of the undersigned Parties, their successors and assigns subject to Article 11. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9.2. Each Party acknowledges that the other Party shall be free to:
- continue its own independent development projects and programs, if any, even if identical or similar in nature to the subject matter provided it is without use of or reference to the other Party's Confidential Information;
- acquire products without use of the other Party's Confidential information.

9.3. Except as may be required by law, without the prior written consent of the other Party, neither Party will in any way or form disclose the discussions of the Confidential Information that gave rise to this Agreement. Furthermore, the content of this Agreement shall be treated as Confidential Information.

9.4. Either Party shall have the right of refusal of further information under this Agreement at any time and nothing herein shall obligate either Party to furnish any particular information.

9.5. Neither Party shall have any obligation to enter into further agreements with the other Party and/or to purchase from or provide to the other Party any service or product. The providing of Confidential Information shall not result in any obligation to grant the Receiving Party rights therein other than expressly stated in this Agreement.

10. Validity and Term

10.1. This Agreement shall be effective as of the date of first communication of Confidential Information from a Providing Party to a Receiving Party or of the signature of both Parties below, whichever is earlier, and shall continue until terminated by either Party. Such termination shall be effective after a three months' written notice. Notwithstanding the foregoing, the rights and obligations stated in this Agreement shall survive the termination of this Agreement for a period of **2 (Two) years** ("Survival Period").

10.2. In the case where during the term of this Agreement an Affiliated Company ceases to be an Affiliated Company, then the Agreement shall be considered as terminated for such Affiliated Company and the Survival Period shall start for such Affiliated Company upon the date on which such Affiliated Company is no longer an Affiliated Company.

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11. Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other. Parties will not unreasonably withhold their consent where assignment requirements arise out of genuine business requirements like mergers, joint venture agreements etc.

12. Remedies

Each Party understands that any violation of this Agreement will cause other Party immediate and irreparable harm which money damages cannot adequately remedy. Therefore, upon any actual or impending violation of this Agreement, the Receiving Party consents to issuance by any court of competent jurisdiction, of a restraining order, preliminary and / or permanent injunction, without bond, restraining or enjoining such violation by the Receiving Party or any entity or person acting in concert with the Receiving Party. The Receiving Party understands that such orders are additional to and do not limit the availability to Providing Party of any other remedy.

13. Entire Agreement

13.1. This Agreement represents the entire understanding of the Parties and supersedes

all prior communications, agreements and understandings concerning the scope of this Agreement. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties. This requirement of written form can only be waived in writing.

13.2. This Agreement may be executed in two or more counterparts. Upon agreement of

both Parties, reproductions of such counterparts or of the Agreement itself, by reliable means shall be deemed an original as against any Party whose signature appears thereon.

14. Governing Law

14.1. Without prejudice of Article 13 above, any dispute, controversy or claim arising out

of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall attempted to be resolved first by mutual discussion. If parties cannot resolve the dispute by mutual discussion, then parties agree to submit themselves to the exclusive jurisdiction of courts in the city of Bengaluru.

14.2. Indian law only will apply to the merits, without reference to its conflict of legal provisions of other international jurisdictions or to international conventions.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative(s).

| For | **Reverie Language Technologies Limited** | For | IIT(ISM) Dhanbad |

By: **Arvind Pani** Digitally signed by Arvind Pani Date: 2022.09.01 13:00:02 +05'30'

By: _Sagar_ Dean (Research & Development) Indian Institute of Technology (Indian School of Mines) Dhanbad - 826004 (INDIA)

Name: Arvind Pani

Name: Dr. Sagar Pal

Title: Chief Executive Officer

Title: Dean (Research & Development)

Date:

Date:

Contact for: Reverie Language Technologies Limited:people.devteam@reverieinc.com

Contact for First Party: IIT(ISM) Dhanbad

Digitally signed by siddhartha agarwal Date: 2022.10.10 10:42:39 +05'30'

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