



## NON-DISCLOSURE & SERVICE AGREEMENT

This Agreement is made on this 10th day of December, 2025, by and between:

Ryzenforge Enterprises LLP, a company incorporated under the laws of India, having its registered office at 11-K, Tower 2, DD Platinum Planet, Kathrikadav – 682020, herein referred to as the “Service Provider”,

AND

Prince Mathew, LIC, Thodupuzha, herein referred to as the “Client”.

Collectively referred to as the “Parties”.

### 1. Purpose

This Agreement is entered into to ensure confidentiality and establish clear terms for the Custom Development project, including the agreed technical stack (cross-platform frontend, cloud backend, and PDF processing module), by both parties.

### 2. Confidentiality Clause

- Both parties agree not to disclose, reproduce, or use any confidential information shared during the course of the project, including but not limited to business strategies, client data, codebase, designs, documentation, or any proprietary information.

### 3. Project Scope

- The Service Provider agrees to undertake and complete the Custom Development project as per the mutually agreed specifications and timelines.
- Any scope changes or additional feature requests may result in revised cost and timeline, which will be communicated and agreed upon in writing.

### 4. Payment Terms

Total Project Value: ₹3,00,000 (Indian Rupees Three Lakh only)

Payment Terms:

1. Advance Payment: ₹1,80,000 (non-refundable) – due before completion of design approval and commencement of development.
2. Final Payment: ₹1,20,000 – due on project handover, before deployment or delivery of final files.

Project progress is strictly tied to timely payments. Any delay in payment may result in a pause in work or extension of timelines.

Additional Costs: Server / Third-Party Platform charges of ₹35,000 per year (separate from the development cost).

### 5. Ownership & Deliverables

- Ownership of the final product, source code, and access credentials will be transferred to the Client only after full payment is received.
- Until the final payment is cleared, all assets remain the intellectual property of the Service Provider.

## 6. Termination & Refund



- If the Client chooses to terminate the project midway, the advance is non-refundable.
- In such cases, the Client is obligated to pay for all work completed till date, including man-hours, designs, and development.

## 7. Dispute Resolution

- Any disputes arising from this Agreement shall be settled amicably through mutual discussion.
- If not resolved, disputes shall be subject to the jurisdiction of the courts in Ernakulam, Kerala, India.

## 8. General Clauses

- This Agreement may not be transferred or assigned to any third party without written consent.
- Both parties confirm they have the legal authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Client Signature

Name: Prince Mathew

Signature: \_\_\_\_\_

Date: 10th December 2025

Service Provider (Ryzenforge Enterprises LLP)

Authorized Signatory: Dhanush Sankar Sathya

Signature: \_\_\_\_\_

Date: 10th December 2025

-----END OF AGREEMENT-----