

Non Disclosure Agreement (NDA)

This Non-Disclosure Agreement (this “**Agreement**”) is entered into as of **21, January 2026 BY AND**

BETWEEN

SIVAHARI D Roll No **23BTT314** of the Institute **Kumaraguru College of Technology** with the address **Kumaraguru Campus, Saravanampatti, Chinnavedampatti (Post), Coimbatore-641049, Tamilnadu** referred to as the recipient.

AND

M/s Coimbatore Innovation and Business Incubator (also referred to as Forge) a Section 25 company registered under The Companies Act, 1956, having its principal place of business located at FORGE.FACTORY, G-Floor, KCT Tech Park #3 Athipalayam Road Coimbatore - 641 049.

WHEREAS the Company owns, controls or holds the Confidential Information (as defined hereinafter) and the Recipient has requested that the Startup admitted under the Forge’s program/engagement disclose the Confidential Information to the Recipient for the Approved Purpose (as hereinafter defined).

WHEREAS the Parties have mutually recognized the need to protect such Confidential Information and to establish terms governing its use and protection and the Recipient has agreed to keep the Confidential Information confidential on the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions

- a. “**Confidential Information**” means all information about Forge and its clients (Startups/Company) without limit, including information in the public domain. It includes among other things: all information, know-how, data, technical information, product strategies, business strategies adopted and developed by Forge, information about Forge and its customers’: a) businesses, b) methods of doing business adopted by Forge, c) future plans, d) policies; e) information about the operations; f) information about the administration; g) information about the management; h) any such data fed into the software application, i) financial information, information about legal compliance; **IP Rights or Intellectual Property Rights**, software, methods and processes whether or not in writing, and not generally known to third parties, which the student innovator obtained knowledge of or access to during the course of ProtoSem in Forge and also includes that information

described above owned by or relied on by Forge or disclosed to you during the course of your engagement.

- b. **"IP rights"** or **"Intellectual Property rights"** shall mean all rights in and in relation to all intellectual property rights subsisting in the products, processes, software, source codes, algorithms, among other things, manufactured, developed, being developed and/or proposed to be developed by the Company, including all patents, patent applications, moral rights, trademarks, trade names, service marks, service names, brand names, internet domain names and subdomains, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, designs, methodologies, technical information, manufacturing, engineering and technical drawings, know-how, all pending applications for and registrations of patents, entity models, trademarks, service marks, copyrights, designs and internet domain names and subdomains and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) in each case anywhere in the world;

2. Recipient expressly agrees that

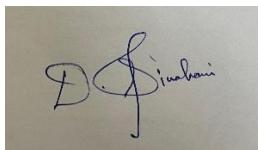
- a. **Non-Disclosure of Confidential Information:** During the ProtoSem, the student innovator may be exposed to confidential information related to the company/startup & clients and it is strictly expected that the student innovator shall adhere to the Non-Disclosure of any **confidential information** to the external parties, failure to which may lead to legal action
- b. **Secrecy:** In performing his/her duties, the student may receive or be exposed to confidential & trade secret information and documents of Forge and its employees, customers/partners/business associates. The student shall not divulge any such information, either directly or indirectly at any time, in any form to any party not authorized by the Management of Forge or not privy to such information or documents
- c. **Ownership of Confidential Information:** Recipient agrees that all Confidential Information shall always remain the sole and exclusive property of the company and the company may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information
- d. **Intellectual Property:** The student innovator(s) of the ProtoSem shall abide by the clause and regulations defined by Forge for any creation or establishment of any sort of Intellectual Property
(Refer to the clause in Annexure 1)
- e. **Social Media:**

- a. The recipient will not disclose any confidential information or any other related information pertaining to the terms of this Agreement in any public media including, but not restricted to, newspaper, television, blogs and social networking sites.
- b. The student innovator can update their social media profile only as per the designation stated in the ProtoSem offer letter. The student innovator shall remove/update the status of designation in the social media after the end of ProtoSem.

Declaration:

I, **SIVAHARI D** (Roll No:**23BT314**), hereby declare to abide by the aforementioned terms and conditions throughout my course of ProtoSem at Forge.

Accepted By, For Forge,



Name: **SIVAHARI D**

College Roll No: **23BT314**

College Name: **Kumaraguru College of Technology** Date: **21-01-2026**

Vish Sahasranamam, CEO,

Forge

Annexure 1: Intellectual Property Rights - ProtoSem Student Innovators and Forge

o **Ownership:**

- When an institute facilities funds/sponsors for the ProtoSem student innovator(s) and the respective student innovator substantially involved in developing any kind of Intellectual Property which forms a part of his/her curriculum/academic activity, then the ownership of intellectual property is as defined by the host institute's policy for the student innovator
- Forge or its employees will not take claim on ownership over any intellectual property that is generated during the duration of ProtoSem
- When a ProtoSem student innovator(s) involves any engagement with any company/startup to foster innovation or create/develop product innovations/technology or subsisting any process or product, the ownership of the generated/developed intellectual property belongs to the company/startup. The ProtoSem student innovator can be the part of "Inventors" of the intellectual property depending on an agreement with the company/startup.

o **Technology Transfer and Revenue Sharing:**

- The Intellectual Property of the host Institute of the ProtoSem Student innovator(s) will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models if there is no involvement of external company/startup
- The revenue arising out of the licensing of IP and royalty would be shared with the ProtoSem student innovators as per the intellectual property policy of the host institution of the respective student innovator.
- When ProtoSem student innovator(s) involves in the engagement with a company/Startup, and if any revenue is generated from any sorts of intellectual property or any commercial advantages made from the technology transfer which generated out of ProtoSem shall be owned by the company/startup.
- In the case of joint ownership, the Organization/Company/Startup that has engaged with the ProtoSem student innovators has the first right to commercially utilize and exploit all kinds of Intellectual products emanating from the collaboration activity.

- **Infringement**
 - ProtoSem student innovator(s) must ensure that the violation/infringement of any kind of intellectual property rights is avoided when involved in the development of deliverables for the company/startup or for the end product deliverable for ProtoSem.
 - In case of violation/infringement of any intellectual property rights such as patent infringement or any other form of intellectual property, by the ProtoSem student Innovator(s), the IPMC of Forge, would investigate the matter and make recommendations for resolution of such violation/infringement.

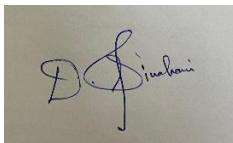
- **Startup Registration**
 - ProtoSem student innovator(s) if they wish to convert as a startup and who are not involved in an engagement with a company/startup during their course of work in ProtoSem, can apply for Intellectual Property as per the norms of the host institution & Forge. If there is any engagement with a company/startup, the ProtoSem student innovator(s) need to get the legal concern of the company/startup before they file an application or register as a startup

- **Participation in Competition**
 - If a ProtoSem student innovator who is engaged with a company/startup, wishes to participate in any corporate open innovation programs or in any innovation/product competition organized by the institution or government or any professional platform, the ProtoSem student innovator team must get the concern of the respective company/startup and Forge before they apply and participate for the event/program.

Declaration:

I, **SIVAHARI D** Roll No:(**23BTT314**), hereby declare to abide by the aforementioned terms and conditions throughout my course of ProtoSem at Forge.

Accepted By,



Name: SIVAHARI D

College Roll No: 23BTT314

College Name: Kumaraguru College of Technology Date: 21-01-2026 Error! Hyperlink reference not valid.