NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into as of 19/Jan/2024, by and between:

Kaizen Platforms

Vindhya C4, CIE

IIIT Hyderabad - 500032

("Disclosing Party")

AND

Name of Student: _____

Address

("Receiving Party")

WHEREAS, the Disclosing Party intends to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of implementing Finease, as part of a project or collaboration ("Project");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to, all data, designs, specifications, software, technical information, business plans, customer information, or any other materials or information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or that a reasonable person would understand to be confidential under the circumstances.

2. Obligations of the Receiving Party

The Receiving Party agrees to:

a) Keep all Confidential Information strictly confidential and not disclose it to any third party without prior written consent from the Disclosing Party.

b) Use the Confidential Information only for the purpose of the Project.

c) Take reasonable precautions to prevent unauthorized access or disclosure of the Confidential Information.

d) Not copy, reproduce, or otherwise use the Confidential Information for any purpose other than the Project.

3. No Rights to Product/Code/Enhancements

The Receiving Party acknowledges that all rights, title, and interest in any product, code, software, or other work product, including any enhancements, modifications, or derivative works created during or as a result of the Project, shall remain exclusively with the Disclosing Party. The Receiving Party has no ownership, rights, or claim to any product, code, or enhancement created, developed, or modified during the course of the Project. The Receiving Party shall not use, distribute, license, or otherwise exploit any such materials without the prior written consent of the Disclosing Party.

4. Term

This Agreement shall remain in effect for [Insert Duration] or until the Confidential Information no longer qualifies as confidential, whichever occurs first.

5. No License

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, to any Confidential Information, intellectual property, product, or code disclosed under this Agreement.

6. Return of Materials

Upon completion of the Project or upon request by the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information in their possession.

7. No Obligation

Nothing in this Agreement obligates either party to engage in any further discussions, transactions, or collaborations.

8. Indemnification

The Receiving Party agrees to indemnify and hold harmless the Disclosing Party from any loss, damage, or expense resulting from the Receiving Party's breach of this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction].

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements or understandings, whether written or oral, relating to the Confidential Information.

11. Signatures

By signing below, the parties acknowledge and agree to the terms of this Non-Disclosure Agreement.

For Kaizen Platforms (Disclosing Party):

Signature: _____

Name: _____

Title: _____

Date: _____

For (Receiving Party):

Signature: _____

Name: _____

Date: _____