



**KrateX Tradetech India Pvt. Ltd.**  
(Non-Disclosure and Confidentiality Agreement)

THIS AGREEMENT IS MADE BETWEEN

**KRATEX TRADETECH INDIA  
PRIVATE LIMITED**

C46, Abhimanshree Society  
Pune 411007, Maharashtra, India  
GSTIN 27AAKCK5699N1ZG

hereinafter: Company

And

**ProductizeTech AI**

Mumbai Maharashtra 400101  
India  
GSTIN: 27BUCPP9179A1ZE

hereinafter: Service Provider

(Collectively referred to as “the Parties”)



WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation, and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Confidential Information:** For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by Company to Service Provider which may be provided by the Company or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.
2. **Non-disclosure Obligations:** The Service Provider promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Service Provider further promises and agrees:

A. to protect and safeguard the Confidential Information against unauthorized use, publication, or disclosure.

B. not to use any of the Confidential Information except for the Business Purposes.

C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized by the Company in accordance with this Non-Disclosure Agreement.

D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Company in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.

E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.

F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Company, any of the Confidential Information, and, upon request of the Company, to provide the Company with a copy of a written agreement to that effect signed by such persons.

G. to comply with any other reasonable security measures requested in writing by the Company.



H. to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without the written consent of the Company.

I. To undertake not to disclose any names and their particulars to third parties without the written consent of the Company.

**J. Non-Disclosure to Competitors and Conflict of Interest Entities**

The Service Provider agrees that it shall not, under any circumstances, disclose, share, discuss, or otherwise communicate any Confidential Information, concepts, or models obtained from the Company with any third parties that may have competitive interests or pose a conflict of interest with the Company. Specifically, the Service Provider is strictly prohibited from disclosing Confidential Information to, or engaging in any related activities with, the following entities, either directly or indirectly:

- L&T Sufin
- Birla Pivot
- OfBusiness
- McCoy Mart
- Metalbook
- Tata Nexarc
- NowPurchase
- JSW One MSME
- Digital platforms operating in competitive markets

This restriction extends to any other entities that provide similar products, services, or platforms and could reasonably be considered competitors or conflict-of-interest entities. The Service Provider shall be solely responsible for ensuring that its employees, agents, contractors, and consultants fully comply with this restriction.

**K. Restrictions on Derivative Works and Use of Confidential Information**

The Service Provider agrees that it shall not, at any time, make or permit any modifications, enhancements, derivations, adaptations, or alterations to the Confidential Information. Furthermore, the Service Provider shall not use any portion of the Confidential Information, either directly or indirectly, to develop products, services, ideas, or solutions for itself or for any third party. All derivative works, modifications, or improvements based on the Confidential Information shall be exclusively owned by the Company, with all rights therein automatically assigned to the Company without any further action required from either Party. The Service Provider hereby irrevocably assigns and transfers all such rights to the Company.

**L. Prohibition on Public Display and Branding Attribution**

The Service Provider agrees not to use, display, mention, or reference the Company, the Confidential Information, or any relationship with the Company in any marketing materials, branding portfolios, websites, social media platforms, case studies, presentations, or any other form of public or private portfolio. This includes any mention of the Company as a client, or the use of the Company's branding, logos, or trademarks in any capacity. Any violation of this clause shall constitute a material breach of this Agreement, entitling the Company to seek immediate injunctive relief and any other remedies available under law.

**M. Limited Access and Need-to-Know Basis**

The Service Provider shall limit access to the Confidential Information strictly to those employees,



consultants, or contractors who require such information to fulfill the Business Purposes. The Service Provider shall ensure that any individuals granted access to the Confidential Information are bound by confidentiality obligations that are at least as stringent as those contained in this Agreement.

3. **Exceptions:** The confidentiality obligations hereunder shall not apply to Confidential Information which:
  - A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
  - B. is in the possession of the Service Provider with the full right to disclose prior to its receipt from the Company, as evidenced by written records; or
  - C. is independently received by the Service Provider from a third party, with no restrictions on disclosure.
4. **Return of Confidential Information:** The Service Provider agrees, upon the termination of the Business Purposes or upon the written request of the Company, whichever is earlier, to promptly deliver to the Company all records, notes, and other written, printed, or tangible materials in the possession of the Service Provider, embodying or pertaining to the Confidential Information.
5. **No Right to Confidential Information:**
  - A. The Service Provider hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Service Provider by the Company to use any of the Confidential Information.
  - B. The Service Provider further agrees that all inventions, improvements, copyrightable works, and designs relating to machines, methods, compositions, or products of the Company directly resulting from or relating to the Confidential Information and the right to market, use, license, and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the Company, and the Service Provider has no right or title thereto.
6. **No Warranty:** The Company has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Service Provider, and the Service Provider agrees that the Company shall have no liability resulting from the use of the Confidential Information or such other information.
7. **No Commitment:** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Company to enter into any business relationship with the Service Provider or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationships.
8. **Compelled Disclosure:** If the Service Provider faces legal action to disclose Confidential Information received under this Agreement, then the Service Provider shall promptly notify the Company in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the Company in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
9. **Losses:** The Service Provider agrees to indemnify the Company against any and all losses, damages, claims, or expenses incurred or suffered by the Company as a result of the Service Provider's breach of this Agreement.
10. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices, or letters is the date of sending authenticated by the sending machine.



11. **No Solicitation of Employees and Clients:** Each party agrees that it will not, during the term of this Agreement, and two (2) years from the date of termination/expiry of this Agreement, initiate contact with other party's employees, consultants, advisors, clients, customers in order to solicit, entice, or induce any employee or consultant or customer or advisor or client to terminate employment or business relationship/association with the other party.
12. **Successors and Assigns:** Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the Company's written consent. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, permitted assigns, and successors of the Parties.
13. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India and the Company's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
14. **Modification:** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this Agreement. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties.
15. **Legal Address of the Parties and Signature:**

Party	Company	Service Provider
Company Name	KrateX Tradetech India Pvt. Ltd.	ProductizeTech AI
Company Address	FL-504, Montvert Pristine, B-B1 CTS 2447, Khadki Railway Station, Bopodi, Pune MH 411020 IN	
Represented By		Karthik Pillai
Designation		Co-Founder & COO
Date		13/03/2025 (dd/mm/yyyy)
Signature		