

RTRC LIMITED

Plot No. 296,Sec-7,Phase-II,Industrial Estate,IMT Manesar,Gurugram,Haryana-122050

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT is made effective as on 22/01/2024 between

Shri _____ as the First Party

And

RTRC LIMITED, Manesar as the Second Party

to protect confidential information that the second party disclose or make available to first party.

1. Purpose:- The first party provides services as an employee in connection with the activities performed in the lab, first party will receive access information from second party or on behalf of second party from other parties or from customers of second party or customer of second party certain confidential technical and business information which the second party desires the first party to treat as confidential.

2. "Confidential Information" means any information received , accessed by first party from second party or on behalf of second party from other parties either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation documents, prototypes, samples, plant and equipment, research, product plans, products, services, customer lists, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration, marketing materials or finances, which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a first party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the second party to the receiving party through no action or inaction of the receiving party; (iii) is obtained by the first party from a third party without a breach of such third party's obligations of confidentiality; (iv) is independently developed by the first party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (v) is required by law to be disclosed by the first party, provided that the first party gives the second party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

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3. Non-use and Non-disclosure:- First party shall not use the Confidential Information for any other purpose except to perform testing and allied activities necessary to deliver agreed services to third party. First party shall not disclose any Confidential Information of the other parties. If first party makes copies of the Confidential Information of the second party, such copies shall also constitute Confidential Information and any and all confidential markings on such documents shall be maintained. First party shall not do reverse engineering, disassemble or decompile any prototypes, software or other tangible objects which embody the second party's Confidential Information and which are provided to the party hereunder.

4. Maintenance of Confidentiality:- First party shall take reasonable measures to protect the secrecy and avoid disclosure and unauthorized use of the Confidential Information of the second party. Without limiting the foregoing, first party shall take at least those measures established by second party or that it takes to protect its own most highly confidential information, and shall promptly notify the second party of any misuse or misappropriation of Confidential Information of which it becomes aware. First party shall disclose Confidential Information only to those officers, employees and contractors who are required to have the information in order to perform the assigned task like testing and allied activities first party shall remain responsible for compliance with the terms of this Agreement by its officers, colleagues etc.

5. Return of Materials:- All documents and other tangible objects containing or representing Confidential Information which have been received or accessed by first party shall be and remain the property of the second party and shall be promptly returned to the second party upon the disclosing party's written request or at the time of resignation and before full and final settlement.

6. No License:- Nothing in this Agreement is intended to grant any rights to first party under any patent, work right or copyright of the second party, nor shall this Agreement grant first party rights in or to the Confidential Information of the other party except as expressly set forth herein.

7. Term:- The obligations of first party hereunder shall survive till working as an employee plus two year after the disclosure of the Confidential Information or until such time as all Confidential Information of the second party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party, whichever is earlier.

8. Remedies:- Each first party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the second party, entitling the other second party to seek injunctive relief in addition to any other legal rights and remedies available to it.

9. Miscellaneous:- First party should not share any information under this Agreement without the prior written consent of the second party. Any attempted assignment in violation of this Section 9.

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This Agreement shall be governed by the laws of India, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and first party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. The invalidity or unenforceability of any provision of this Agreement, or any of its terms or provisions, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of this Agreement will constitute breach of contract and will attract legal action as per law of land. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any notices required to be given under this agreement shall be deemed given upon the earlier of receipt of five (5) days after mailing by certified mail, return receipt requested, or hand delivery by messenger or express service, to the addresses stated on the first page, or to such other address as the either party may specify to the other in writing form time to time.

By:

Title:

Title: CEO/TM

RTRC LIMITED, Manesar

Date:

Date: