

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made on day of 2024.

BETWEEN

I-HUB Quantum Technology Foundation, First Floor, Main Academic Building, IISER Campus, Dr. Homi Bhabha Road, IISER Pune, Maharashtra, India, (hereinafter referred to as 'I-HUB QTF') represented by the Project Director, Party of the First Part.

AND

....., a registered under the and having its registered office at (hereinafter referred to as '.....') represented by the of the Second Part.

WHEREAS:

The Parties believe that in order to explore the potential business relationship between Parties, either Party may need to disclose certain Confidential Information (*as defined herein*) to the other Party (hereinafter referred to as the "**Purpose**");

I-HUB QUANTUM TECHNOLOGY FOUNDATION

Dr. Homi Bhabha Road, NCL Colony, Pashan, Pune 411008, Maharashtra, India.
+91 20 2590 8647 | communications@quantech.org.in | www.quantech.org.
CIN: U73100PN2021NPL199577

In consideration of the discussions and sharing of information between the Parties, and the premises, conditions, covenants and warranties herein contained, the Parties agree as under:

1. Definitions :

For purposes of this Agreement, the following terms shall have the following meanings :

- (a) "Confidential Information" shall mean any information disclosed by one party to the other party which the disclosing party considers confidential and which it specifically identifies in writing as confidential.
- (b) "Disclosing Party" shall mean the party disclosing confidential information.
- (c) "Receiving Party" shall mean the party receiving disclosure of the Confidential Information.

2. Applicability:

This Agreement shall apply to all Confidential Information disclosed by the one Party to the other Party.

3. Non-Disclosure Obligations:

- (a) Each Party agrees :
 - (i) to hold the other Party's confidential information in strict confidence;
 - (ii) to exercise at least the same care in protecting the other Party's confidential information from disclosure as the party uses with regard to its own confidential information;
 - (iii) not to disclose such confidential information to third parties; and

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(iv) not to use any confidential information for any purpose except for the purpose for which it was disclosed.

(b) The obligations contained in the above said clause shall survive the expiry or termination of this Agreement.

4. Disclosure to Employees:

Each Party may disclose the confidential information of the other Party, only to its responsible employees on a need-to-know basis. Each Party agrees to instruct its employees not to disclose such confidential information to third parties, including consultants, without the prior written permission of the Disclosing Party.

5. Non-Confidential Information:

Confidential information shall not include information which:

- (a) is now or hereafter becomes, through no act or omission on the part of the party receiving the disclosure, generally known in the software industry and now or later enters the public domain through no act or omission on the part of the party receiving the disclosure;
- (b) is acquired by the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure;
- (c) is hereafter rightfully furnished to the Receiving Party by a third party, without restriction as to use or disclosure;
- (d) is information which the Receiving Party can document was independently developed by the Receiving Party;

- (e) is required to be disclosed pursuant to law, provided the Receiving Party uses reasonable efforts to give the Disclosing Party reasonable notice of such required disclosure;
- (f) is disclosed with the prior written consent of the Disclosing Party.

6. Removal of Confidential Material:

Each Party agrees not to remove any material or tangible items containing any of the confidential information of the other Party from the premises of the Disclosing Party without consent of the Disclosing Party. Each Party agrees to comply with any and all terms and conditions that the Disclosing Party imposes upon approved removal of such material or items, including without limitation that the removed materials or items must be returned by a certain date, and that no copies of the removed materials or items are to be made.

7. Return of Confidential Information:

Upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all materials or tangible items containing the confidential information of the Disclosing Party along with all copies thereof.

8. No Grant of Rights:

Each Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the Receiving Party, by license or otherwise, to use any confidential information of the Disclosing Party.

9. Equitable and Legal Relief:

Each Party acknowledges that all confidential information of the Disclosing Party is owned solely by the Disclosing Party (and/or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the confidential information. Each Party shall also have the right to pursue any other rights or remedies available by law or equity for such a breach.

10. Term and Termination:

This Agreement shall be effective from the date it is signed by both the Parties. The term of this Agreement shall be Three (3) years from the effective date. The Parties may extend the term for further periods as mutually agreed to between the Parties. During this term, the Agreement can be terminated by a prior written notice of not less than three months by either Party.

11. Entire Agreement:

This Agreement represents the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, understandings, representations, requests or documents made or exchanged as between the Parties with respect to such matter.

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12. Amendment to Agreement:

No amendment, modification or change in any of the terms or conditions of this Agreement or waiver with respect thereto, shall be valid and binding upon the Parties thereto unless made in writing and signed by the Parties hereto or by their authorized representatives.

13. Severability:

If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

14. Waiver:

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. No waiver by either party, whether expressed implied or, of any breach or default by the other party, shall constitute a waiver of any other provision of this Agreement.

15. Arbitration:

Any dispute or difference in connection with the validity, interpretation, implementation or alleged breach of any provisions of this Agreement, shall be settled mutually between the exercising authorities. However, if no arrangement/settlement is reached by the exercising authorities, the dispute shall be referred to arbitration to be carried out by a single arbitrator agreed by the Parties and the decision of the arbitrator shall be final and binding on both the Parties. Provisions of the Arbitration and Conciliation Act, 1996 shall

I-HUB QUANTUM TECHNOLOGY FOUNDATION

apply to such arbitration. The arbitration proceedings shall be in the English language and the place of arbitration shall be Pune.

16. Governing Law:

This Agreement shall be governed by and subject to the laws of India.

17. Jurisdiction:

Any disputes, differences or claims arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts at Pune.

IN WITNESS WHEREOF, both the parties have hereunto set and subscribed their hands and seals on the date, month and year hereinabove mentioned.

For and on behalf of
I-HUB QTF

For and on behalf of

Sunil Nair

Project Director

Witnesses:

1.

2.

Name:

Name:

Designation:

Designation: