

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into on [03/02/2026] (“**Effective Date**”) at New Delhi by and between:

- (1) **IOTtech Smart Products Private Limited**, a company incorporated under the Companies Act, 1956, and having its registered office at First Floor, Lucky Plaza, E530, Sector 7, Dwarka, New Delhi, Delhi (hereinafter referred to as “**ISPPL**”, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **FIRST PART**;
- (2) **Jaipur Rugs Company Limited** a company incorporated under the Companies Act, 1956, and having its registered office at **G-250, Mansarovar Industrial Area, Jaipur** (hereinafter referred to as “**Jaipur Rugs Company Limited**”, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **SECOND PART**

ISPPL and **Jaipur Rugs Company Limited** shall hereinafter be individually referred to as the “**Party**” and collectively to as the “**Parties**”.

WHEREAS:

- A. The Company is engaged in the business of manufacturing, trading and selling [**handmade carpet and home decor**].
- B. The Parties intend to engage in discussions with each other in relation to the development of product **Mounted PCB for temperature transmitter (Without Firmware)** (hereinafter referred to as the “**Purpose**”).
- C. In order to proceed with the Purpose, the Parties have agreed to exchange certain Confidential Information (*as defined hereinafter*) concerning the Purpose. This Agreement shall apply to all Confidential Information disclosed and exchanged between the Parties. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as the “**Discloser**” and the Party receiving the Confidential Information shall be referred to as the “**Recipient**” and the Recipient has agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Obligation of Confidentiality**

- 1.1 “**Confidential Information**” shall mean and include any and all proprietary information of the Discloser or any affiliate of the Discloser, in any form or manner, to the Recipient prior to or during the course of discussions between the Parties, including but not limited to information relating to finance, business, operation, investments, shareholders, valuations, customers, clients, lenders, creditors, business partners and vendors, marketing plans, business plans, project plans, information relating to operating income, organization, and general trade secrets, as any and all tangible and intangible information/ know-how/ tools/ formats of the Discloser including but not limited to templates, technical know-how developed by the Discloser, third party software license keys, data, plans, documents, requests for proposals, proposals, outlines, schematics, technical, conceptual or financial information, commercialisation, monetisation and research strategies, trade secrets, vendors’, customers’, employees’ and any persons’ names, addresses, telephone/ fax/ telex numbers, email addresses, current and future product information, roadmaps, technical information, financial and other business and proprietary information including, but not limited to: forecasts, contracts, practices, services and support procedures, software, reports, strategies,

drawings, machines, tools, models, inventions, patent disclosures, samples and materials disclosed by the Discloser to the Recipient, either directly or indirectly, in oral, written, graphic, recorded, photographic, any machine-readable or in any other medium or form whether marked as 'confidential' or not, relating to the Discloser's business, intellectual property whether registered or pending or otherwise and goodwill and any other information identified by the Discloser as being of a confidential or proprietary nature or should be considered confidential under the circumstances under which such information is disclosed, bank documents and bank records, credit ratings and other related information, computer resources and data, as well as any other information accessible to or provided to the Recipient or developed by the Recipient solely or jointly with other employees or consultants of the Discloser.

- 1.2 The Discloser shall have no obligation to specifically identify any information to which the protection of this Agreement extends by any notice or other action, and the Recipient agrees that all such information relating to the business, affairs or employees of Discloser, shall be deemed Confidential Information, except to the extent that any such information, as can be supported by adequate written evidence, (a) is known or becomes known to the general public other than as a result of unauthorized disclosure by the Recipient; (b) is received by the Recipient on a non-confidential basis from a third party lawfully possessing and entitled to disclose such information; (c) is independently developed by the Recipient without use of the Confidential Information; or (d) is in possession of the Recipient prior to disclosure by the Discloser.
- 1.3 The Recipient shall not, without the express written consent of the Discloser, for any reason other than the Purpose or at any time either during or subsequent to the term of this Agreement use, access, duplicate, reproduce, communicate or disclose any information which constitutes Confidential Information in any manner whatsoever.
- 1.4 Upon learning of any wrongful use or treatment of Confidential Information, the Recipient shall promptly notify the Discloser and will cooperate in full with Discloser to protect such Confidential Information.

2. Limited use

In consideration of being entrusted with access to Confidential Information, the Recipient acknowledges, agrees and undertakes that:

- 2.1 the Recipient is given access to the Confidential Information solely for the Purpose and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining strict confidentiality of the Confidential Information and that the Recipient will not use the information for any reason other than the Purpose.
- 2.2 the Recipient will not disclose Confidential Information to any third party except:
 - (i) to the Recipient's employees, represents, affiliates, the parent companies, consultants and advisors who require such Confidential Information in order to further the Purpose, provided however such disclosure is strictly on a 'need-to-know' basis and only to the extent necessary and the Recipient shall ensure that such employees, represents, affiliates, the parent companies, consultants and advisors shall be bound by the obligations under this Agreement to the same extent and force as the Recipient; or
 - (ii) where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Recipient shall in such a case give the Discloser a reasonable notice of any prospective disclosure and shall assist the Discloser in obtaining an exemption or protective order preventing such disclosure. Provided further that, if such protective order or other appropriate remedy is denied or otherwise not obtained, then the Recipient shall furnish only that portion of the Confidential Information that is legally required.

3. Proprietary Protection

3.1 The Discloser shall have sole and exclusive ownership of all right, title, and interest in and to the Confidential Information and intellectual property, including ownership of all patents, copyrights, trademarks and designs, trade secrets and other intellectual property pertaining thereto.

3.2 The Parties hereby expressly agree that the furnishing of Confidential Information to, the possession of and utilization of such Confidential Information by the Recipient shall not in any manner be deemed to grant the Recipient any rights of ownership, license or assignment in the Confidential Information.

4. Disclaimer

The Discloser makes no representation or warranty as to accuracy, completeness, condition or suitability of the Confidential Information, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose and the Discloser shall have no liability whatsoever to the Recipient resulting from its use of the Confidential Information.

5. Remedy for Breach

The Recipient acknowledges that damages may be inadequate compensation for breach of this Agreement and, subject to the court's discretion, the Discloser may restrain by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Agreement by the Recipient and that such remedy shall not be to the exclusion of and shall be concurrent to any other remedy or relief that the Discloser may be entitled to under law or contract or equity.

6. Term and Termination

This Agreement shall be effective from the Effective Date and shall remain in effect for a period of [1 year] unless terminated according to the terms of this Agreement whichever is earlier. Upon the Discloser's request or the completion of the Purpose, to be recorded in writing by the Parties, this Agreement shall stand terminated. In such an event, the Recipient shall promptly return or destroy all Confidential Information in accordance with Clause 7 (*Return of Materials*) of this Agreement and discontinue all further use of the Confidential Information and intellectual property including but not limited to all copies, abstractions, compilations, etc.

The Parties hereby agree and acknowledge that the termination or expiry of this Agreement or return of Confidential Information in accordance with Clause 7 (*Return of Materials*) shall not adversely affect the accrued rights and obligations of the Parties under this Agreement prior to the date of termination of this Agreement and all the obligations of the Recipient and provisions of this Agreement, which by their very nature should survive the termination of this Agreement shall so survive. Not limiting the generality of the foregoing, the Parties hereby agree that the confidentiality obligations of the Recipient as mentioned in Clause 1 (*Obligation of Confidentiality*) and Clause 2 (*Limited Use*) of this Agreement shall survive for a period of 12 (twelve) months from the date of termination of this Agreement.

7. Return of Materials

Upon the termination or expiry of this Agreement, or within seven (7) days after the written request of the Discloser at any time, the Recipient must, subject to the terms of this Agreement:

- (i) deliver to the Discloser any Confidential Information in the Recipient's possession or control that is reasonably capable of being delivered; and
- (ii) Irretrievably delete, erase or otherwise destroy all Confidential Information in the Recipient's possession or control that is not capable of delivery to the Discloser, and confirm in writing to the Discloser that it has done so.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

9. Notices

Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and shall be sent by hand delivery, registered post with postage fully prepaid and with acknowledgment due, receipted courier, or by electronic mail to the applicable Party ("Notice") at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party:


Notice to the Company:

10. General

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.
- 10.2 The Recipient shall not sell, transfer, assign, sublicense or subcontract any right or obligation hereunder without the prior written consent of Discloser. Any such action by the Recipient without the prior written consent of the Discloser shall be void *ab initio*.
- 10.3 If any provision of this Agreement is held to be invalid or unenforceable to any extent for any reason including by reason of any applicable laws, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable laws. If any provision or a part thereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the remaining provisions shall continue in full force and effect, and this Agreement shall be deemed to be reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that gives effect as closely as possible to the intentions of the Parties as expressed by the invalidated or unenforceable provision.
- 10.4 A right under this Agreement may be waived by a Party only by giving such waiver in writing and no other conduct of such Party operates as a waiver or prevents the exercise of any right under this Agreement. Any waiver or acquiescence by a Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
- 10.5 This Agreement may be executed in one or more counterparts, each of which shall, upon its execution as herein by the Parties be deemed an original and all of which together shall constitute one instrument


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein:

For and on behalf of
Jaipur Rugs Company Limited


(Authorized Signatory)

Name: [Ankit] [Soni]
Designation:C.T.O.....

For and on behalf of
IOTech Smart Products Private Limited
For IOTech Smart Products Pvt. Ltd.


Authorized Signatory
(Authorized Signatory)

Name: Kumar Rajesh Depta
Designation: Managing Director