

NON DISCLOSURE AGREEMENT

BETWEEN

Rungta Business Incubator, also called RUBI, a Sec 8 company incorporated under the Companies Act, 1956, hereinafter called “Rubi” for purposes of this document

AND

Registrants and participants submitting their startup ideas, business propositions, plans and all related plans and any other supporting documents, hereinafter called as “Startups” for purposes of this document

RUBI and startups shall collectively be called “parties” for purposes of this document.

RUBI has proposed to conduct a startup summit event called “Chhattisgarh Entrepreneurship and Startup Summit 23” (CHESS 23), hereinafter called the “event” for purposes of this document

The event is proposed to be conducted by Rubi to build a platform for a sustainable startup ecosystem in the state of Chhattisgarh in India. RUBI has invited all startups from across India to submit online their startup ideas and businesses and compete for awards, seed funds, investments and also to be able to give more visibility to their business ventures.

Following this call thro multiple digital and other media platforms, startups have registered themselves and uploaded their submissions in the given template.

The submissions, related communications and the involvement of jury, investors, financial institutions and other stakeholders to evaluate submissions or consider for financial participation may involve exchange of certain information, material and documents relating to each other’s business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as “**Confidential Information**”, more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the purposes of their engagement in the event

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. “**Confidential and or proprietary Information**” shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries,

- extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
2. The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
 3. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
 4. Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
 5. The Receiving Party may disclose the Confidential Information only to the relevant stakeholders on a need-to-know basis.
 6. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - i) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - ii) was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - iii) was independently developed by the Receiving Party without making use of the Confidential Information; or
 - iv) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
 7. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
 8. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy

for any breach or threatened breach, in addition to any other remedies at law or in equity.

9. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
10. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the event.
11. Both the Parties agree that this Agreement will be effective from the date of first registration for the event by the startup and will continue to be existence for a period of 3 months post the completion of the event.

Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of one year(s) from the date of expiration.

It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties or between the startup and any of the other stakeholders such as an investor or a financial institution, during or following the event, the terms and conditions of this Agreement shall cease to exist and new agreement will be signed as may be decided mutually by parties involved in such agreement.

12. Each Party warrants that it has the authority to enter into this Agreement.
13. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
14. This Agreement will be deemed to be executed by both parties from such moment when a startup registers and makes appropriate submissions in relevant pages and templates in the portal for the event, viz. <https://chess.rubistartups.com/Applicationform/>.
15. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of COMPANY shall be considered as employees of PARTY 1.
16. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding

regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.

17. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
18. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.

(Deemed to have been signed by RUBI and the startup the validity period being defined by clauses 11 and 14 of this agreement.)