

Reverate Tech Pvt. Ltd.

[By submitting the project on www.reverate.tech website, it is deemed that you have read and agreed to this Non-Disclosure Agreement. This document shall be valid without signature for all project submissions at www.reverate.tech website]

NON-DISCLOSURE AGREEMENT

Between:

1. Reverate Tech Pvt. Ltd., having its registered office at 115, White House Apt. Esic Friends coop., G/H Society Ltd. Sector-13, Rohini, Delhi 110085, India hereinafter referred to as "Reverate" and
2. Prospective Client, hereinafter referred to as "Client"

Reverate and Client are individually referred to as "Party" and collectively as "Parties"

Preamble

Reverate and Client intend to work together on the project submitted by Client on the website www.reverate.tech. To this end, Client will share certain proprietary information with the Reverate, and the Parties wish to outline how such information will be handled in this Agreement.

§ 1 Confidentiality

1. Subject to §1.2 below, any information shared by the Client such as financial and economic data, personal data, business plans, business secrets, technical data as well as other proprietary data will be treated as confidential information ("**Confidential Information**").
2. Notwithstanding the foregoing, Confidential Information shall not include information or material that:
 - is known to Reverate before such information is provided to Reverate,
 - is made known to the respective Reverate by a third party who was not bound by a contractual obligation of confidentiality,
 - is independently developed by Reverate without reference to the Confidential Information,
 - is already in the public domain or becomes available to the public through no fault of Reverate.
3. Reverate undertakes to keep confidential all Confidential Information for a period of 5 years from the start of the cooperation and only use such Confidential Information for the intended purposes, unless it is requested to disclose such information in accordance with legal or administrative regulations or by court decision.

§ 2 Restrictions on use

1. Reverate undertakes to use the Confidential Information only in the context of the cooperation and not use it for any other purpose without prior written consent of Client.
2. Unless agreed otherwise in a separate written agreement, the Confidential Information, ideas and concepts provided by Client that become known through this cooperation belongs to Client.
3. By providing Confidential Information in the context of the cooperation subsequent patent or other legal claims of the Client providing the Confidential Information will remain unaffected.
4. For any concepts jointly developed by Reverate in the course of the cooperation, Reverate shall have the non-exclusive and transferable right of use.

§ 3 Obligation of employees and third parties

1. Reverate undertakes to use reasonable efforts to cause its employees and agents who receive the Confidential Information to keep confidential of such information.
2. Should it become necessary in the course of the cooperation, subject to the prior written consent of Client which shall not be unreasonably withheld, Reverate may involve third parties to assist it with the implementation of the cooperation, provided that such third parties declare that they will be bound by this Agreement and keep confidential the Confidential Information as if it were a party hereto.

§ 4 Handling of documents

1. Confidential Information should only be noted or copied to the extent necessary for development. All copies must be kept confidential as the original documents.
2. Reverate keeps the information and documents in such a way that employees or third parties that not involved in the project cannot get access to.
3. Reverate is responsible to keep confidential all notes or copies of Confidential Information and shall return or destruct the documents within a reasonable period after being requested by the Client in writing.

§ 5 Term of this agreement

This Agreement should be deemed to become effective upon submitting the project on www.reverate.tech website by Client and will be valid for a period of 5 years. This Agreement shall be governed by the laws of India, without giving effect to the principles of conflicts of law thereof.

§ 6 Other

If a provision of this Agreement is or becomes ineffective, the remainder of this Agreement should remain in full force. Upon such determination that any provision is ineffective, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that cooperation contemplated hereby are fulfilled to the extent possible. Changes to this Agreement or the changes to the aforementioned changes between the Parties require the written form.