

Non-Disclosure Agreement

This agreement having an effective date of 09th April , 2025 is being made by and between:

Connectwell Industries Private Limited
D-7, Phase 2, M.I.D.C.
Dombvili – 421 204.

hereinafter referred to as “Connectwell”

and

Leameng Solution Technologies
12/3295, Kalliyath Royal Square
Palace Road, Thrissur - 680020

hereinafter referred to as “Supplier”

A) Non-disclosure/confidentiality

1. The Supplier is a ***Product Design & Engineering Services, Industry-Academia Initiatives and HR Skilled Resource Placements.***
2. It is proposed that Connectwell and the Supplier shall enter into a contractual relationship wherein the Supplier shall ***Supply of Tool Design /2D to 3D Parametric Design Conversion*** to Connectwell.
3. The abovesaid contracts towards are subject to this Non Disclosure Agreement (‘NDA’) for the project period and for a period of 5 years after the conclusion of the project.
4. For the purposes of this NDA, ‘Confidential Information’ is defined as any information or data irrespective of such information or data being labeled or identified as “confidential”, including but not limited to any commercial, administrative or technical information or any information, connected or not to intellectual and/or industrial property rights of any kind, and related (wholly or in part) to, without limitation, Connectwell or it’s Affiliate Companies, or any of their products or businesses, their markets, suppliers, organization, personnel, operations, facilities, assets, financial conditions or results, rights, obligations and liabilities, as well as design, engineering, manufacture of Connectwell products, irrespective of the way such information are disclosed by Connectwell/its personnel, whether in oral, documentary, magnetic, electronic, graphic or digital form including, without limitation, designs, drawings, photographs, circuits, calculations, measurements, techniques, processes, and information learned by the Supplier from inspection of documents, samples and/or site visit and/or developed under the project with Connectwell and expressly covers any Intellectual Property referred in B.1 below.
5. In the course of the projects, Connectwell will share or grant the Supplier access to Confidential Information.
6. The Supplier will inform only those staff members who are involved in the project with Connectwell, and undertakes to protect the Confidential Information. The Supplier will educate them to prevent the Confidential Information from being forwarded to unauthorized persons. The

Supplier will supervise compliance with this NDA. The Supplier will also inform his staff that any converse behavior will result in damage compensation claims.

7. The Supplier shall also have this NDA agreed to and signed by any sub-contractors or business associates or any other person/organization who shall contribute to the work on the project with Connectwell. The Supplier shall expressly disclose such parties and nature of work to Connectwell upfront and arrange for the NDA to be signed by such parties and provided to Connectwell before the commencement of the respective project.
8. Without previous and express approval by Connectwell, the Confidential Information must not be copied, duplicated or sketched. On the conclusion of the project, the Supplier must promptly return any and all of the Confidential Information pertaining to the project to Connectwell within 7 days of the conclusion of the project, to the satisfaction of Connectwell.
9. The Supplier undertakes to maintain the secrecy of the Confidential Information and not make it known to third parties (especially competitors of Connectwell) either in the original or as a copy, directly or indirectly.
10. The Supplier undertakes that the above mentioned Confidential Information will not be used and/or utilized for the Supplier's own purposes or for soliciting potential customers, including but not limited to, any manner of advertisement or solicitation of any kind.
11. The Supplier undertakes that they will take all reasonable measures required to ensure the aforesaid and will demonstrate the same to Connectwell on a request made by Connectwell at any point in time.

B) Property Rights and Inventions

1. Connectwell assumes full legal ownership of all intellectual property rights and inventions, the information of which is shared with the Supplier in the performance of the project with the Supplier. Intellectual property rights shall mean any patent, registered design, design rights, design drawings, trademark, service mark, copyright, documentation, application to register such rights, rights in the nature of any aforementioned rights, trade secrets, rights in up-patented know-how, right of confidence and any other intellectual or industrial property rights of any kind whatsoever in any part in the world, hereinafter referred to as "IPR". Such IPR may or may not be registered in Connectwell's name.

C) Miscellaneous

1. This Agreement shall be construed in accordance with and governed by the laws of India.
2. The Parties shall use their best efforts to settle amicably any dispute arising out of or in connection with this NDA. If no amicable settlement is reached between the Parties within thirty (30) days from the date of notification of the dispute by one Party to the other, then the dispute arising out of or in connection with this NDA shall be finally settled under the Rules of Indian Arbitration and Conciliation Act of 1996 by one or more arbitrators appointed by the Bombay Chamber of Commerce and Industry, Mumbai in accordance with the said Rules. The arbitration proceedings shall take place in Mumbai and be conducted in the English language.

3. Amendments and supplements to this NDA must be made in writing in order to become legally effective.
4. If any individual regulations of this NDA or parts of it become invalid or ineffective, the NDA as such will not be affected by this.
5. This NDA cancels and replaces any prior drafts, agreements, undertakings, negotiations whether oral or written between Connectwell and the Supplier related to Confidential Information and shall constitute the entire agreement between the Parties relating to such Confidential Information.

IN WITNESS WHEREOF, Connectwell and the Supplier have respectively caused this Agreement to be executed by their duly authorized representatives.

For **Leameng Solution Technologies**



By: Satish Ullatil

Title: Principal Consultant

Date: 09 April 2025

Company Seal



For **Connectwell Industries Private Limited**

By: Daxesh Soni

Title: VP- Design & Development

Date:

Company Seal