

# KPJ ECLOSET SERVICES PRIVATE LIMITED

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## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("NDA") is made and entered into at New Delhi on May 1st, 2023 by and between:

**KPJ ECLOSET SERVICES PRIVATE LIMITED**, ( brand name **Ecloset**), a company incorporated in accordance with the Companies Act, 1956, bearing corporate identification number U72900DL2020PTC369271 and having its registered office at SVI SNO.29, RK Puram South West 110022 Delhi is represented by its authorized signatories of the

**FIRST PART;**

**AND**

**BAIET (BCREC Artificial Intelligence and Emerging Technology) Foundation**, is a joint initiative of Dr. B. C. Roy Engineering College, Durgapur and VITTI Foundation, New Delhi, a Section 8 company incorporated in India and having its registered office at BCREC Artificial Intelligence and Emerging Technology, (BAIET)Foundation, Dr B.C.Roy Engineering College, Jemua Road, Fuljhore, Durgapur, 713206. West Bengal, India (hereinafter referred to as "**Recipient**" which expression shall, unless contrary to the context or meaning thereof, mean and include its successors-in-interest and permitted affiliates/assigns) represented by its authorized signatory of the **SECOND PART**.

Ecloset and the Recipient are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**" as the context may require.

**WHEREAS:**

- A. Ecloset is a company engaged in providing innovative fashion technology services solutions and products to its customers ( B2B2C) and Metaverse experience to its customers and partners.

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*CIN : U72900DL2020PTC369271*

*H.O : S VI S NO. 29, RK Puram, Delhi, South West Delhi -110022*

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## APJ ECLOSET SERVICES PRIVATE LIMITED

- B. Recipient is engaged in the business of providing emerging technologies, particularly, Artificial Intelligence, Block Chain, Supply Chain Management, Cloud, AR and VR for Metaverse. Product Innovations and Development and Future Technology Solutions.
- C. Ecloset intends to avail certain services from the Recipient with regard to the Technology Innovation, development and maintenance and any other technical solutions as mutually agreed.
- D. The Parties based on the aforesaid understanding have already entered negotiations pursuant to which Ecloset has appointed the Recipient as a service provider for completing a definitive agreement.
- E. Before and for the duration of the contract period, in order to facilitate discussions between the Parties with regard to the Purpose, Ecloset may provide Confidential Information (*as defined below*) pertaining to its business. The Recipient acknowledges, confirms and understands that any unauthorized dissemination of any of the Confidential Information to the public domain shall cause huge loss to Ecloset and agrees to take more than reasonable care to protect the said Confidential Information.
- F. Recipient has sought and further intends to seek information and data from Ecloset with regard to the Purpose. Ecloset has already shared such Confidential Information or may share in this regard on various dates and intends to share more information, during the pendency of the definitive Agreement on the representation of Recipient it shall not disclose the Confidential Information to any third party and keep the information strictly confidential.
- G. The Parties have therefore decided to reduce the NDA into writing.

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants set forth hereinafter, the Parties agree as follows and this NDA witnessed as follows:

### 1. DEFINITIONS

- 1.1 "Confidential Information" shall mean and include the following shared by Ecloset to the Recipient:

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- i. all technical and non-technical information including all information pertaining to its system, employees, all sales report, style details, schedule pertaining to all styles, data and any other type of information stored as record by Ecloset;
- ii. design, presentation, marketing information, financials, information related to Ecloset and or its product, employees, its sister concerns and affiliates, patent, representation of information of Ecloset marketing campaign, knowledge, facts, concepts or instruction which have been prepared by Ecloset whether in a formalized or non- formalized manner;
- iii. any information that has been processed in any computer system or computer network, or has been shared otherwise, all copyright, trademark, trade secret, any other Intellectual Property and proprietary information of any nature whatsoever (including designs), techniques, sketches, drawings, models, inventions, know-how, processes, research, experimental work, development, design details;
- iv. specifications, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, and marketing plans and information of any nature whatsoever, irrespective of its mean, medium or storage, and in any format (including computer printout, CD, punched card, pen drives, etc.);
- v. information shared by any kind of communication devices (cell phones, e-mails, personal digital assistance or any other device used to communicate, send or transmit any text, audio, video or image) or in any personal meeting or otherwise and being given or shared by Ecloset to the Recipient; and
- vi. lyrics, music, song, underlying principles, ideas and any such information provided by Ecloset which is not available in the public domain; and
- vii. other type of information stored as record by Ecloset shall also be included.
- viii. any/all information, documents, know-how and other such information provided to the Recipient by Ecloset with regard to the Purpose, and which has not been specifically mentioned above.

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1.2 "Intellectual Property" shall mean and include copyright, trademark, trade secret, any other intellectual property and of any nature whatsoever as mentioned above and further including designs, techniques, sketches, drawings, models, inventions, know-how, processes, research, experimental work, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising strategy, and marketing plans etc.

## 2. TERM

2.1 This NDA shall be valid for the entire duration of contract and a period of 1 (one) year thereafter ("Term") and which shall deem to commence from the date of execution of this NDA.

2.2 Upon the expiry of the Term, the Parties may extend the same to a later date as may be mutually decided between the Parties.

## 3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

The obligation of confidentiality with respect to Confidential Information, as provided under this NDA, will not apply to the following information:

3.1 If the information is or becomes publicly known and available other than as a result of breach of this NDA by Recipient or any of its representatives;

3.2 If the Confidential Information is or was received by the Recipient from a third-party source which, to the best knowledge of the Recipient or its representatives, is or was not under a confidentiality obligation to Ecloset with regard to such Confidential Information;

3.3 If the Confidential Information is disclosed by the Recipient with Ecloset's prior written permission and approval;

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## **APJ ECLOSET SERVICES PRIVATE LIMITED**

- 3.4 If the Confidential Information is independently received by the Recipient prior to the disclosure made by Ecloset and without the use and benefit of any of Ecloset's Confidential Information;
- 3.5 If the Recipient or any of its representatives is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by a court of law, to the extent lawful, the Recipient or its representatives give prompt written notice of that fact Ecloset prior to disclosure and in the absence of such protective order or other remedy, the Recipient or its representatives may disclose only such portion of the Confidential Information which it is legally obligated to disclose, as approved by Ecloset. For the purposes of this NDA, the term "representatives" shall have the meaning assigned to it in clause 5.4 below.

### **4. OBLIGATIONS OF THE RECIPIENT**

- 4.1 The Recipient along with its employees, shall once it has received the Confidential Information keep such Confidential Information strictly confidential and shall always take actions necessary to keep the information confidential and shall not disclose the Confidential Information to any third party (including to any government or statutory authority) without obtaining the written consent of Ecloset).
- 4.2 The Recipient shall not copy, disseminate, or use the confidential information except as expressly authorized by Ecloset.
- 4.3 The Recipient shall return all the confidential information and copies thereof on the expiration and/or termination of this NDA.
- 4.4 In case of an unauthorized disclosure or loss of any Confidential Information due to any act attributable to the Recipient or any of its representatives, the Recipient shall promptly and immediately at its own expense, notify Ecloset in writing and shall take all necessary actions as may be necessary or requested by Ecloset to minimize any damage Ecloset or a third party as a result of the disclosure or loss; and
- 4.5 The obligation not to disclose any/ all Confidential Information shall remain in effect in accordance with the provisions of clause 12.1, from the date of expiry or until such Confidential Information ceases to be confidential, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this NDA.

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## 5. REPRESENTATIONS OF THE RECIPIENT

- 5.1 The Recipient represents and confirms that it has ensured that all data it has received from Ecloset is secure and it has all necessary rights to take necessary actions to keep the Confidential Information safe and secure.
- 5.2 The Recipient hereby represents and agrees to comply with applicable regulatory, data protection standards, and information security requirements for financial institutions or third parties engaged with financial institutions based on the type of Confidential Information received, accessed or transmitted from or to each financial institution and/or the type of access to financial institution systems.
- 5.3 The Recipient represents that it has a stringent policy, procedure, knowledge, infrastructure support to protect the Confidential Information given by Ecloset from unauthorized disclosure and to cause any breach of this NDA.
- 5.4 The Recipient shall always inform only the concerned employee on a need-to-know basis for who, the Recipient shall ensure the compliance of the terms of this NDA. The Confidential Information shall not be shared with anyone including employees, agents, subcontractors, etc. The Recipient agrees to indemnify Ecloset for any breach or misrepresentation which Ecloset may suffer (for any loss of any nature) because of Recipient breach of the term of this NDA or any misrepresentations.

## 6. OWNERSHIP OF CONFIDENTIAL INFORMATION

- 6.1 All Confidential Information (including copies thereof) shall remain the property of Ecloset and shall either be returned or destroyed as required by upon Ecloset's written request in any event, upon completion or termination of this NDA.
- 6.2 The Recipient agrees that it will within 3 (Three) days of receipt of written notification from Ecloset or upon completion or termination of this NDA, return or destroy, as the case maybe, all documents, files and tangible items and all information, in any form whatsoever, in its possession which contain any Confidential Information, in any form, whether directly or indirectly forming part of Ecloset's

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Confidential Information and provide a certificate of destruction once such Confidential Information is destroyed. Notwithstanding the return or destruction of Confidential Information, each Party will continue to be bound by its obligations hereunder.

6.3 No Intellectual Property rights are implied or granted to by Ecloset to the Recipient under this NDA.

6.4 The Recipient shall not, for its own benefit or the benefit of any third party any information disclosed, accessed or work with Ecloset's Confidential Information.

### 7. REMEDIES

7.1 The Parties hereby agree and acknowledge that any unauthorized use or disclosure of Confidential Information by or on account of the Recipient, or its representatives, may cause immediate and irreparable harm to Ecloset and/or its customers/ clients/ borrowers/ business partners.

7.2 The Parties hereby agree that monetary damages may not be a sufficient remedy for such unauthorized use or disclosure of Confidential Information and that Ecloset shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as maybe deemed proper by a court of competent jurisdiction.

### 8. INDEMNITY

8.1 The Recipient ("**Indemnifying Party**") hereby agrees to indemnify and shall accordingly hold Ecloset and its directors, officers, employees and agents and affiliates (each an "**Indemnified Party**"), harmless and indemnified from and against any loss, liabilities, consequences, exposure, outgoings, claims, prejudice, damages, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) incurred by the Indemnified Person arising in connection with the breach of any of the terms and conditions of this Agreement by the Indemnifying Party or its representatives.

8.2 Notwithstanding any other provisions of this NDA, in no event shall either Party be liable to each other for any indirect loss, lost profits or revenues, consequential or similar damages under this Clause 8.

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## 9. TERMINATION

- 9.1 This NDA shall be valid for the entire duration of contract and a period of 2 (two) years thereafter ("Term") and which shall deem to commence from the date of execution of this NDA and shall terminate automatically thereafter.
- 9.2 Upon the expiry of the Term, the Parties may extend the same to a later date as may be mutually decided between the Parties.
- 9.3 Upon the termination of this NDA, the Parties hereby agree that once any creatives/ concepts and ideas specific for the Purpose of this Agreement bearing any novelty and/ or where any Intellectual Property protection can be obtained under applicable law, is shared by the Recipient with Ecloset. Any such creatives/ concepts and ideas shall be the property of Ecloset.
- 9.4 The termination of this NDA shall not relieve either Party of its obligations with respect to maintaining confidentiality of the Confidential Information disclosed under this NDA in accordance with clause 12.1, from the date of termination of this NDA.

## 10. ASSIGNMENT

- 10.1 The Parties hereby agree and acknowledge that the Recipient shall have no right to assign its obligations under this NDA to any third parties.

## 11. DISPUTE SETTLEMENT AND COURT JURISDICTION

- 11.1 The Parties shall in case of any dispute which may arise out of this NDA endeavor to settle it by way of conciliation within 15 (fifteen) days from the date of the dispute arising.

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11.2 This NDA will be governed exclusively by the laws of India and the Parties have agreed that the jurisdiction shall be vested solely exclusively in the courts at New Delhi and only the failure of the conciliation mechanism the matter shall then be referred, or parties shall approach the jurisdictional courts at Durgapur only.

### 12. SURVIVAL OF THE NDA

12.1 This NDA shall survive for a period of 2(year) year after the expiry or termination of this NDA. The Recipient shall return all the Confidential Information to Ecloset at the expiry or termination of the NDA.


12.2 The Parties understand and acknowledge that the scope of this NDA is to govern the confidentiality provisions and nothing under this Agreement will require Ecloset to accept the services of Recipient, unless the parties enter into a definitive agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed these presents the day and the year first above written.

By the within named "Ecloset"  
Through its authorized signatory

Recipient

\_\_\_\_\_  
Name : Rashmi Chopra  
Designation : Director, KPJ ECLOSET  
SERVICES PVT LTD.

  
\_\_\_\_\_  
Name : Dr. Sanjay S. Pawar  
Designation : Director BAIET.

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