

# **PATENT / INVENTION NON-DISCLOSURE AGREEMENT**

This Patent/Invention Non-Disclosure Agreement, hereinafter known as the "Agreement", is created on **03/17/2025**, between **PL Smart Tech Enterprises LLC**, hereinafter known as the "**Disclosing Party**", and **NextGen IoT LAB**, hereinafter known as the "**Receiving Party**".

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies, and business topics (the "**Invention**") which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

## **I. THE PARTIES**

This Agreement is between:

- **Disclosing Party: PL Smart Tech Enterprises LLC**, located at Port Liberte, Jersey City, NJ
- **Receiving Party: NextGen IoT LAB**, located at Salt Lake City, Block AH, Kolkata, W.B. India

## **II. TERMS & DEFINITIONS**

a. "**Invention**" shall mean all information relating to business programs, products, applications, systems, components, technologies, and business topics.

b. "**Confidential Information**" shall mean all information provided by Disclosing Party with respect to the Invention, including but not limited to:

- Technical details, designs, drawings, and specifications related to the physical device and associated components of the Bola Buddy System.
- Source code, software, algorithms, databases, APIs, and other technical information related to the technology app.
- Prototypes, business plans, financial models, customer lists, and any associated intellectual property.

Confidential Information does not include:

1. Information in the public domain at the time of disclosure, or that later becomes public without fault of the Receiving Party.
  2. Information already possessed by the Receiving Party at the time of disclosure, as demonstrated by business records, and not acquired from the Disclosing Party.
  3. Information lawfully acquired from a third party without a confidentiality obligation.
- c. **"Disclosing Party"** shall mean the party disclosing information to the other relating to the Invention.
- d. **"Receiving Party"** shall mean the party receiving information from the other relating to the Invention.

### **III. USE OF CONFIDENTIAL INFORMATION**

The Receiving Party agrees to:

- a. Receive and maintain the Confidential Information in confidence.
- b. Examine the Confidential Information at its own expense.
- c. Not reproduce or share the Confidential Information without express written consent from the Disclosing Party.
- d. Limit internal disclosure of Confidential Information only to employees or officers who have a legitimate need to know and who are bound by confidentiality obligations.
- e. Not use the Confidential Information for any purpose other than to evaluate or engage in business related to the Invention, without express written consent from the Disclosing Party.
- f. Not create any product, method, system, or device similar to those disclosed, unless authorized in writing by the Disclosing Party.
- g. Make the best efforts possible to safeguard Confidential Information from unauthorized access, loss, or misuse.

### **IV. RETURN OF CONFIDENTIAL INFORMATION**

Upon request or after the evaluation, the Receiving Party agrees to return or destroy all Confidential Information provided by the Disclosing Party, including copies, without

retaining any materials. The Receiving Party will comply with such a request within 5 days.

## **V. ENFORCEMENT**

The Receiving Party acknowledges that any breach of this Agreement could cause irreparable harm to the Disclosing Party, for which monetary damages may not be sufficient. Therefore, the Disclosing Party is entitled to seek injunctive relief or other remedies available at law.

## **VI. NON-ASSIGNABLE**

This Agreement shall not be assigned or transferred by the Receiving Party without the prior written consent of the Disclosing Party. Any attempt to assign or transfer this Agreement without consent will be null and void.

## **VII. TIME PERIOD**

This Agreement and the obligations herein shall remain in effect indefinitely, unless otherwise agreed in writing, or until such Confidential Information becomes public through no fault of the Receiving Party.

## **VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of laws principles.

## **IX. NO LICENSE**

Neither this Agreement nor any disclosure of Confidential Information hereunder grants the Receiving Party any rights, title, or interest in any patents, copyrights, trademarks, trade secrets, or other intellectual property of the Disclosing Party.

## **X. BINDING NATURE**

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

## **XI. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, such invalidity shall not affect the enforceability of the other provisions of this Agreement, and the remaining portions shall continue in full force and effect.

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior discussions or agreements between the parties. No amendment or modification to this Agreement shall be effective unless made in writing and signed by both parties.

**Disclosing Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Receiving Party's Signature:**  **Date** 18<sup>th</sup> March, 2025

**Print Name: SRINIBASH SAHA**