

## Non-Disclosure Agreement

**THIS AGREEMENT** ("**Agreement**") is made on \_\_\_\_\_ at Mumbai, Maharashtra between \_\_\_\_\_ a company having CIN NO. \_\_\_\_\_ incorporated under the laws of India and having its registered office at \_\_\_\_\_ (hereinafter referred to as "**DISCLOSING PARTY**").

**AND**

**WEQ Technologies PVT LTD**, a Partnership Company having its CIN no: **U62010MH2025PTC449813** incorporated under The Companies Act, 2008, having its registered office at **Office 604, 6th Floor, Jai Antariksh Premises Makwana Road, Andheri East, Andheri, Near Marol Metro Station, Mumbai, Maharashtra - 400059** (hereinafter referred to as "**RECEIVING PARTY**");

(Individually known as a "Party" or collectively, the "Parties" which expression(s) shall, unless repugnant to the context, be deemed to include successors of each of the Parties).

### **WHEREAS:**

The Parties wish to enter into discussions in relation to a possible ("**Project/ Projects**"). They accept that Confidential Information (as defined below) will be disclosed in the course of discussions on the Project. They have accordingly agreed to the disclosure of such Confidential Information, subject to the terms and conditions of this Agreement.

### **THE PARTIES AGREE** as follows:

1. Each Party acknowledges that the other Party operates in a highly competitive environment and that any and all information relating to the Project, if disclosed to a third party without the express and written authorisation of the Disclosing Party would have a detrimental effect on the business of that Party. In consideration of being made privy to the Confidential Information, each Party hereby agrees to observe and be bound by the terms of this Agreement.
2. In this Agreement, "**Confidential Information**" means information, knowledge or data, related to the Project howsoever disclosed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature which is not in the public domain and in which either Party has a business, proprietary or ownership interest or has a legal duty to protect, which the Disclosing Party considers to be confidential and which is identified by the disclosing Party as confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature. The Party disclosing any Confidential Information is referred to herein as "**Disclosing Party**" and the Party receiving any Confidential Information is referred to herein as "**Receiving Party**".
3. Each Party hereby agrees to use the Confidential Information disclosed by the other Party only for the purpose of the Project and hereby undertakes that it shall disclose such Confidential Information only to those of its Representatives who have a need-to-know for the purpose of evaluating or developing the Project.
4. Each Party further agrees to keep the Confidential Information disclosed by the other Party in the strictest confidence and treat such information with the same degree of care it extends to its own Confidential Information and, except as expressly permitted herein shall not use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Project.
5. Each Party shall cause its shareholders, employees, servants, agents, consultants, advisors, contractors and officers ("**Representatives**") involved in the Project to observe or be similarly bound by the terms of this Agreement. Each Party, as principal party, shall be responsible for any breach of confidentiality by any of its Representatives.
6. The Receiving Party hereby agrees to indemnify and hold harmless Disclosing Party and its directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from: (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement; (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees and/or representatives; and (iii) breach or violation of any of the other covenants herein.
7. Each Party understands that the Confidential Information disclosed under this Agreement is of a commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party (including its Representatives) has made or makes or intends to make or causes to be made any unauthorised disclosure of the Confidential Information, the Disclosing Party shall be entitled to seek an injunction against any such person to restrain it from making any such disclosure. In

addition, or in the alternative, as the case may be, each Party shall be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.

8. The provisions of this Agreement shall not apply to:
  - (i) Information which, at the time of disclosure, is in the public domain.
  - (ii) Information which, after disclosure, becomes part of the public domain other than in breach of this Agreement.
  - (iii) Information which was known to the Receiving Party prior to receipt of such information from the Disclosing Party provided that such prior knowledge can be substantiated by documentary evidence antedating the disclosure by the Disclosing Party.
  - (iv) Information which has been developed by the Receiving Party or obtained by such Party from a third party other than in breach by such third party of any obligations that it owes towards the other party hereto.
  - (v) Information which is required to be used or disclosed by reason of any law, governmental, judicial or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, however, with respect to this sub-clause, to the extent permitted by law and practically possible the Receiving Party shall first promptly notify the Disclosing Party about the nature and proposed timing of the disclosure and use its reasonable efforts to limit the scope of the use or disclosure and render reasonable co-operation to the Disclosing Party so as to enable such Disclosing Party to obtain, at the cost of the Disclosing Party, a protective order or other relief from a court or other statutory authority in order to restrict the proposed disclosure.
  - (vi) Information which is disclosed to third parties with the prior written consent of the Disclosing Party.
9. The term of the Agreement shall be for 1(One) year and shall come into force from the Effective Date. A Receiving Party shall be obliged to protect any Confidential Information disclosed by the other Party pursuant to this Agreement for a period of three (3) years from the date of disclosure of the relevant Confidential Information and shall survive the expiry or termination of this Agreement.
10. The Parties understand that neither Party has any obligation to provide Confidential Information to the other Party, that the Disclosing Party makes no representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that the Disclosing Party shall not be liable to the Receiving Party for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties in respect of the Project.
11. Either Party may, at any time during the course of the Project or upon termination of this Agreement, direct the other Party to return the Confidential Information, or any part thereof, and to cease using the Confidential Information to be returned. Upon receipt of such direction, the Receiving Party shall (at the option of the Disclosing Party) promptly either (i) return the requested Confidential Information without retaining any copies or excerpts thereof; or (ii) destroy the same, and certify that the same have been destroyed, provided that the Receiving Party may request to the Disclosing Party for use of the Confidential Information for the purpose of addressing any legal claim which may arise under this Agreement and to comply with any applicable law, regulatory or supervisory body or governmental authority in each case which shall remain subject to the obligations set forth in this Agreement. If the Receiving Party destroys the Confidential Information in accordance with this clause 11 then the Receiving Party shall have complied with the terms of this agreement if, in relation to electronically stored Confidential Information, it can show it has taken reasonable steps to delete such Confidential Information.
12. Unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all patents, patent applications, copyrights, design rights, trademarks or such other proprietary rights, belonging to the respective Parties shall remain vested in the Party concerned.
13. Neither Party shall assign its benefits, rights and obligations under this Agreement to any third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party.
14. Anti-Corruption/Anti-Bribery Representations and Warranties
  - a) Both Parties represent and warrant that it is in compliance with the laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.
  - b) Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.

- c) Either Party shall have the right to terminate this Agreement forthwith if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 14 of the Agreement.
15. If for any reason any provision of this Agreement or part thereof is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.
16. Nothing herein shall obligate either party to proceed with any transaction between them, each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Project.
17. The provisions of this Agreement shall be governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

**For:**

**Name:**

**Designation:**

**Authorized Signatory:**

**For WEQ Technologies PVT LTD**

**Name: Shahnawaz Shaikh**

**Designation: Director**

**Authorized Signatory:**