**NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT**

This Non-Circumvention and Non-Disclosure Agreement (“Agreement”) is executed at Gurgaon (India) on the DATE: 8 April 2025 by and between

**(COMPANY NAME)**, a company registered in (**COUNTRY OF REGISTRATION**), having its office at (**FILL COMPLETE REGISTERED OFFICE ADDRESS**), represented by its\_\_\_\_\_\_\_\_\_\_\_\_ (**NAME AND DESIGNATION**) hereinafter referred to as “…………”, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PARTY**.

AND

**(COMPANY NAME)**, a company registered in (**COUNTRY OF REGISTRATION**), having its office at (**FILL COMPLETE REGISTERED OFFICE ADDRESS**), represented by its\_\_\_\_\_\_\_\_\_\_\_\_ (**NAME AND DESIGNATION**) hereinafter referred to as “…………”, which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PARTY**.

Each of the **(COMPANY NAME)** and **(COMPANY NAME)** are hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”.

**WHEREAS**

The Parties wish to engage in discussions relating to (**MENTION TRANSACTION DETAILS**) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**( the "**Proposed Transaction**") and In connection with the Proposed Transaction the Parties will disclose to each other certain Information (as defined below) which is non-public, confidential or proprietary in nature.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND THE AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. For the purposes of this Agreement, the term “Confidential Information/ Information” shall mean any and all information concerning or relating to the Proposed Transaction, the Parties, their customers and their operations, including, without limitation, financial statements, budgets, customer information, business plans, marketing plans and studies, agreements, documents, permits, licenses, approvals, knowledge, concepts, ideas, processes, know-how, technique, algorithms, architecture, inventions, designs, plans, drawings, schematic, manuals, reports, photographs, samples, programs, source codes, prototypes, price lists, product descriptions and all other information whether disclosed, orally, in graphic form, electronic form or in writing by a Party to the other Party or which becomes known by a Party as a consequence of or through its relationship with the other Party, directly or indirectly.

Any information disclosed orally or visually shall be considered Confidential Information only if it is reduced to tangible form (in general summary fashion or otherwise, identifying the time and place of disclosure, the participants and the general nature of the information being disclosed), and is transmitted within Thirty (30) days of its original disclosure.

1. The term Confidential Information shall not include information which: -

(i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party,

(ii) is in a Party’s possession or becomes available on a non-confidential basis from a source other than the Parties which is not prohibited from disclosing such information to the Party by a legal, contractual or fiduciary obligation to the Party,

(iii) is developed by or on behalf of a Party independent of any confidential information furnished under this Agreement.

1. All Information has to be kept confidential and must not, without prior written consent from the disclosing Party, be disclosed to any third party, in any manner whatsoever, in whole or in part, and shall not be used, other than in connection with the Proposed Transaction. For the purpose of this Agreement, companies which are under common control, or which are controlled by a receiving Party (in the following: “**Affiliate**”) shall not be regarded as a third Party provided that the information is disclosed on a strict need-to-know basis and each Affiliate is bound by confidentiality obligations, at least corresponding to those contained herein. In this context “**control**” shall mean the ownership of at least 50% of the shares.
2. Each Party may disclose the Information to its directors, officers, employees, managers, auditors, consultants or legal or financial advisors including relevant persons from offices of its parent entity (individually, its “Representative” and, collectively, “Representatives”) only on a strict need-to-know basis for the purpose of evaluating the Proposed Transaction provided that it has imposed upon such Representatives the obligation, backed in writing, to comply with confidentiality obligations at least corresponding to those contained in this Agreement. Each Party shall substantiate this to the other Party when so requested.
3. Without the prior written consent of the disclosing Party, the Receiving Party must not disclose the fact that the Information has been made available, that discussions or negotiations had, have or are taking place or any of the terms, conditions or other facts with respect to the Proposed Transaction, including the status thereof.
4. Each Party warrants that it has the right to make the disclosure of Confidential Information contemplated under this Agreement to the other Party. The disclosing Party, however, makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed hereunder, or its fitness for the receiving Party‘s purpose. The receiving Party hereby acknowledges that any action taken by it in connection with the Confidential Information shall be at its own risk and responsibility. The disclosing Party shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the receiving Party.
5. If any unauthorized disclosure or use of the Information is discovered, the Party shall immediately notify the other Party of any such disclosure or use.
6. Any receiving Party who becomes legally compelled to disclose any of the Information to a judicial, governmental proceeding or other statutory or regulatory body will provide the disclosing Party with prompt notice prior to disclosing any Information so that disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party does not waive compliance with the provisions of this Agreement as to disclosure of the Information, the receiving Party will furnish only that portion of the Information which it is advised by written opinion of the receiving Party’s counsel is legally required and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded the Information.
7. With respect to the Proposed Transaction or to any other business opportunity discussed under this Agreement, if the Parties decide not to proceed, either Party may request that the other Party to return any Confidential Information disclosed to it, within thirty (30) days after the termination of discussions or the termination or expiration of this Agreement, whichever first occurs, and each Party agrees to return such Confidential Information promptly to the other Party or to certify to the other Party that it has destroyed all documents received from the other Party which contain Confidential Information, including any copies thereof. Such return or destruction, however, does not abrogate or reduce the Parties’ continuing obligations under this Agreement.
8. It is expressly understood that this Agreement is not and shall not be construed as any obligation or form of a letter of intent or agreement to enter into definitive agreements with respect to the business opportunities discussed hereunder. The approval and execution of any such other definitive agreements shall be subject to each Party’s sole discretion and satisfaction, which may be withheld for any reason.
9. The receiving Party acknowledges and agrees that the Confidential Information has been developed and/or otherwise obtained by the disclosing Party through the investment of time, effort and expense, and that such Confidential Information would provide any person in receipt of the same with a competitive advantage vis-a-vis the business of the disclosing Party. The receiving Party acknowledges and agrees that any unauthorized disclosure or use of any Confidential Information may give rise to irreparable injury on the part of the disclosing Party which may not be adequately compensated by damages. Accordingly, the receiving Party agrees that in the event of a breach or threatened breach by it of this Agreement, the disclosing Party shall be entitled to a preliminary injunction and a temporary restraining order restraining the Recipient and all persons acting directly or indirectly with it from any further breach of this Agreement and/or from using or disclosing the Confidential Information in any way.
10. Should any provision of this Agreement become void, illegal or otherwise unenforceable (in whole or in part) for any reason, the validity and enforceability of the remaining provisions shall not be affected. The Parties shall use their best endeavors to negotiate in good faith to find a replacement for the provision which is void or unenforceable with a provision of similar effect. Any provision of this Agreement which is held invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. Each undertaking in this Agreement shall be construed as a separate undertaking and if any one or more of the undertakings contained in this Agreement is found to be unenforceable in any way, the remaining undertakings shall continue to bind the party providing the undertaking.
11. At any time prior to the expiration of three years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by the Disclosing Party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Disclosing Party):

### directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party; or

### seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information

**ARBITRATION AND GOVERNANCE**

This Agreement will be governed by and interpreted in accordance with the internal laws of Europe without giving effect to otherwise governing principles of conflicts of law. Any legal action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Europe and the Parties hereto irrevocably submit to the jurisdiction of such court in any action or proceeding. The Parties hereto irrevocably waive, and agree not to assert, by way of motion, as a defence, or otherwise, in any suit, action or other proceeding arising out of or based on this Agreement and brought in any such court, any claim that a Party hereto is not subject personally, to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. In the event that either party shall be required to bring any legal action against the other to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

**COUNTERPARTS**

This agreement may be executed in counterparts, and shall have the same effect as if executed at

once, in one part, as a single, original, effective copy of this agreement.

**ELECTRONIC TRANSMISSION AND DIGITAL SIGNATURES**

The execution of this document via electronic or digital signature by either party or both parties, and

the electronic mail transmission of this document shall be considered a legally binding and

enforceable contract and treated as original copy.

**AMENDMENT/MODIFICATION**

Neither of the parties may alter, amend or modify this agreement, except by an amendment in writing and executed by both parties.

**SEVERABILITY**

Should any provision(s) of this agreement be determined to be illegal, invalid or otherwise unenforceable, all other provisions of this agreement shall remain in effect.

**ENTIRE AGREEMENT**

This Agreement is the entire agreement between the subject parties regarding this subject matter.

No prior agreement, representation or warranty, whether written or oral, by or between the parties

regarding this subject matter, shall be binding upon the parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.

**For and on behalf of “THE FIRST PARTY”**

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| For & on behalf of  COMPANY NAME  XXXXXXXXXXX  CEO |

**For and on behalf of “SECOND PARTY”**

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| --- |
| For & on behalf of  XXXXXX  Mr. XXXXXX  CEO |