saple.ai

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on February, 07, 2026 ("Effective Date")

BETWEEN

Saple AI, a company incorporated under the laws of India, having its registered office at No. 7, Vaigai Nagar, Kovaipudur, Coimbatore, Tamil Nadu, India, Pin Code – 641042

("Disclosing Party" and/or "Receiving Party")

AND

DPI Centre Ltd, a company incorporated under the laws of United Kingdom, having its registered office at London, United Kingdom

("Disclosing Party" and/or "Receiving Party")

Saple AI and DPI Center Ltd are hereinafter referred to individually as a "Party" and collectively as the "Parties".

1. Purpose

The Parties wish to engage in discussions relating to lead generation, sales development, marketing activities, and potential commercial collaboration ("Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information.

2. Definition of Confidential Information

"Confidential Information" means any information disclosed by a Party to the other Party, whether oral, written, electronic, or visual, including but not limited to business strategies, customer and prospect data, pricing, commercial terms, product information, software, financial data, and any other information reasonably considered confidential.

3. Obligations of the Receiving Party

The Receiving Party shall:
- Use the Confidential Information solely for the Purpose;
- Keep all Confidential Information strictly confidential;
- Not disclose Confidential Information to any third party without prior written consent;
- Restrict access to Confidential Information to employees or agents on a need-to-know basis;
- Protect the Confidential Information with reasonable care.

4. Data Protection

The Parties agree to comply with all applicable Indian data protection laws, including the Digital Personal Data Protection Act, 2023, where applicable.

5. Intellectual Property

All Confidential Information shall remain the property of the Disclosing Party. No license or ownership rights are granted under this Agreement.

6. Term

This Agreement shall remain in effect for a period of six (6) Months from the Effective Date. Confidentiality obligations shall survive for three (3) Months after termination.

7. Return or Destruction

Upon request, the Receiving Party shall return or securely destroy all Confidential Information unless retention is required by law.

8. No Obligation

Nothing in this Agreement obligates either Party to enter into any further agreement or business relationship.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Courts located in India shall have exclusive jurisdiction.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

For Saple AI
Name: CHAND MOHAMMED

Title: Director

Signature:

Date: 7-Feb-26

For DPI Center
Name: VENUGOPAL L

Title:

Signature:

Date: 7-Feb-26