

Simplified Summary

- 2. Purpose: The Parties are interested in exploring a potential strategic partnership to develop and
- 3. During discussions, both parties may exchange confidential information (business plans, finances, customer lists, technical data, trade secrets, know-how, designs, source codes, marketing strategies, etc.).
- 4. Obligations of the Receiving Party:
 - o Keep the information in strict confidence and protect it like its own confidential data.
 - o Not share it with any third party without the written consent of the Disclosing Party.
 - o Use it only for the Purpose and nothing else.
 - o Share it only with employees, directors, advisors, or consultants who need to know, provided they also follow confidentiality obligations.
- 5. Exclusions from Confidential Information: Information is not confidential if:
 - o It is already public or becomes public without fault of the Receiving Party.
 - o The Receiving Party already had it legally before disclosure.
 - o It is developed independently by the Receiving Party.
 - o Disclosure is required by law, regulation, or court order (with prior written notice to the Disclosing Party).
- 8. On termination or written request, the Receiving Party must return or destroy all confidential documents and copies.
- 9. No rights or licenses (patents, copyrights, trademarks, or IP) are granted under this Agreement.
- 10. Governing Law & Jurisdiction:
 - o Governed by the laws of India.
 - o Courts in Mumbai have exclusive jurisdiction.
- 11. Dispute Resolution:
 - o Any disputes will be settled by arbitration under the Arbitration and Conciliation Act, 1996.
 - o Arbitration will be conducted by a sole arbitrator chosen by mutual consent.
 - o Seat of arbitration: Mumbai, India.
 - o Arbitration language: English.
- 12. General Provisions:
 - o This Agreement is the entire understanding and replaces all earlier discussions.
 - o If any part is unenforceable, the rest remains valid.

- 13. Signatures:
- o the Purpose and for no other
- 3. Exclusions from Confidential Information The obligations under Clause 2 shall not
- o a period of three (3) years. The obligations of confidentiality,
- 5. Return of Information Upon the written request of the Disclosing Party or upon the
- 6. No License Nothing i n this Agreement is intended to grant any rights to the Receiving
- 7. Governing Law and Jurisdiction This Agreement shall be governed by and construed in
- 8. Dispute Resolution Any dispute arising out of or in connection with this Agreement shall
- 9. General Provisions a. Entire Agreement: This Agreement constitutes the entire