

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of September 21, 2025, by and between LuminaryTech Solutions Pvt. Ltd., a company incorporated under the laws of India, having its principal office at 123 Innovation Drive, Bengaluru, Karnataka, India ("Disclosing Party"), and [Recipient Name], an individual or entity with principal address at [Address] ("Receiving Party").

WHEREAS: A. The Disclosing Party possesses certain confidential and proprietary information relating to its business operations, technologies, and strategies ("Confidential Information"); and B. The Receiving Party is willing to receive such Confidential Information solely for the purpose of evaluating potential business collaboration with the Disclosing Party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definition of Confidential Information For purposes of this Agreement, "Confidential Information" includes, but is not limited to, trade secrets, business plans, financial data, customer lists, inventions, software, technical designs, marketing strategies, and any other information disclosed in written, oral, or electronic form that is designated as confidential.
2. Obligations of Receiving Party The Receiving Party shall: a) Maintain the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care; b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party; c) Use the Confidential Information solely for the purpose of evaluating the potential business relationship.
3. Exclusions from Confidential Information Confidential Information shall not include information that: a) Is or becomes publicly available through no breach of this Agreement; b) Was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; c) Is independently developed by the Receiving Party without reference to the Confidential Information; or d) Is disclosed pursuant to a valid order of a court or governmental authority.
4. Term This Agreement shall remain in effect for a period of two (2) years from the date of execution.
5. Return of Materials Upon termination of this Agreement or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all documents, notes, and other materials containing Confidential Information.
6. Miscellaneous a) This Agreement constitutes the entire agreement between the parties regarding its subject matter. b) Any amendments must be in writing and signed by both parties. c) This Agreement shall be governed by and construed in accordance with the laws of India. d) Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, India.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LuminaryTech Solutions Pvt. Ltd. By: _____ Name: [Authorized Signatory]
Title: [Designation]

[Recipient Name] By: _____ Name: [Authorized Signatory] Title: [Designation]