NON-DISCLOSURE AGREEMENT This Non-Disclosure Agreement ("Agreement") is entered into on this [Effective Date], by and between TechVista Solutions Private Limited, hereinafter referred to as the "Employer," and InnoServe Consulting LLP, hereinafter referred to as the "Employee," collectively referred to as the "Parties."

1. BASIC INFORMATION

- **Contract Type:** Non-Disclosure Agreement (NDA) - **Employer:** TechVista Solutions Private Limited - **Employee:** InnoServe Consulting LLP - **Jurisdiction:** Maharashtra, India

2. EMPLOYMENT DETAILS

Confidential Information: The Parties acknowledge that the Confidential Information to be disclosed under this Agreement may include, but is not limited to: 1. **Technical Information:**

- Software source code and architecture - System designs and flowcharts - Technical specifications - Research and development data - Testing methodologies and results

2. **Business Information:**

- Client lists and data - Pricing strategies - Marketing plans - Financial projections - Business processes

3. **Intellectual Property:**

- Patents (filed and unfiled) - Trade secrets - Proprietary algorithms - Database designs

Purpose: The Confidential Information is disclosed for the evaluation and potential collaboration on Project Nexus - AI-driven Analytics Platform. **Duration:** This Agreement shall be effective for a period of 5 years from the Effective Date. **Survival Period:** The obligations of confidentiality under this Agreement shall survive for a period of 3 years after termination. [References used: Ref 1, Ref 2]

3. RESTRICTIONS The following restrictions shall apply to the handling of Confidential Information:

 - **Data Handling:** Confidential Information must be stored in encrypted format with AES-256 encryption. - **Access Control:** Access to Confidential Information shall be restricted to a need-to-know basis with documented access logs. - **Transmission:** Confidential Information may only be transmitted through secure channels with end-to-end encryption. - **Copies:** Limited copies of Confidential Information are permitted, with digital watermarking on essential copies only.

[References used: Ref 2]

4. RETURN REQUIREMENTS

 - **Timeframe:** Employee shall return all physical and digital copies, including derivatives, of the Confidential Information within 15 days from termination or upon request. - **Format:** The return shall be in the form of all physical and digital copies. - **Certification:** Employee shall provide a written certification of the complete return or destruction of the Confidential Information.

5. SECURITY MEASURES

 - **Physical:** Confidential Information shall be stored in secure, access-controlled premises. - **Digital:** Multi-factor authentication, encryption, and audit logs shall be maintained for all access to Confidential Information. - **Personnel:** Background checks and individual Non-Disclosure Agreements are required for personnel handling Confidential Information.

6. STATUTORY COMPLIANCE The Parties shall comply with the following statutory requirements:

 - **IT_ACT:** Information Technology Act, 2000 - **SPDI_RULES:** Sensitive Personal Data Information Rules, 2011 - **COMPANIES_ACT:** Companies Act, 2013 compliance - **CONTRACT_ACT:** Indian Contract Act, 1872

[References used: Ref 1]

7. ADDITIONAL INFORMATION

Compliance Requirements:

- Compliance with IT Act, 2000 and SPDI Rules, 2011. - Adherence to data localization requirements and industry-specific regulatory compliance.

Specific Exclusions:

- Information already in the public domain. - Independently developed information. - Information received from third parties without restriction. - Information required to be disclosed by law.

Special Conditions:

- Immediate notification of any breach. - Quarterly compliance reports. - Right to audit security measures. - Specific requirements for cross-border data transfer.

[References used: Ref 1]

8. LEGAL REFERENCES

Reference 1: Non-disclosure agreements must be reasonable in scope and duration. Overly restrictive NDAs may be unenforceable.

Reference 2: NDAs must clearly define confidential information, specify the duration of confidentiality, and outline permitted uses of information. **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

TechVista Solutions Private Limited Signature: _____ Name: [Authorized Signatory] Title: [Title]

InnoServe Consulting LLP Signature: _____

Name: [Authorized Signatory] Title: [Title]

[References used: Ref 1, Ref 2] --- Please ensure that the specific details such as the Effective Date, Authorized Signatory names, and Titles are filled in before finalizing the contract. Governing Law: This contract shall be governed by the laws of Maharashtra, India. This contract complies with the regulations of Maharashtra, India. Multi-jurisdictional Application: While this contract is primarily governed by the laws of Maharashtra, India, it also considers the relevant regulations of the following jurisdictions: Karnataka, India, Delhi, India.

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