

## NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement ("Agreement") is made and entered into as of May 27, 2025 ("Effective Date")**

### **BY AND BETWEEN:**

#### **Gamma Innovations Inc.**

A company incorporated under the Companies Act, 2013, having its registered office at 789, Startup Lane, Hyderabad, Telangana, 500081, India

(Hereinafter referred to as the "Disclosing Party", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

### **AND**

#### **Delta Ventures Ltd.**

A company incorporated under the Companies Act, 2013, having its registered office at 321, Business Bay, Pune, Maharashtra, 411001, India

(Hereinafter referred to as the "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

**(Disclosing Party and Receiving Party are hereinafter collectively referred to as "Parties" and individually as a "Party")**

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### **1. PURPOSE**

The Parties wish to explore a potential business partnership concerning the development and commercialization of innovative software solutions ("Purpose"). In connection with such discussions, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

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### **2. DEFINITION OF CONFIDENTIAL INFORMATION**

**2.1 "Confidential Information"** means all information, whether written, oral, electronic, or in any other form, provided by the Disclosing Party to the Receiving Party, including but not limited to:

- Business plans, strategies, and forecasts
- Financial information and projections
- Technical data, software, source code, and product designs
- Marketing and sales information
- Customer and supplier lists
- Any other information designated as confidential

**2.2 Confidential Information** does not include information that:

- (a) is or becomes publicly available through no fault of the Receiving Party;
- (b) is lawfully received from a third party without restriction on disclosure;

- (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
  - (d) is approved for release by written authorization of the Disclosing Party.
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### 3. OBLIGATIONS OF RECEIVING PARTY

#### 3.1 The Receiving Party shall:

- (a) Use the Confidential Information solely for the Purpose described in this Agreement;
  - (b) Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
  - (c) Limit access to Confidential Information to its employees, agents, or representatives who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein;
  - (d) Exercise at least the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care.
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### 4. EXCEPTIONS

4.1 The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

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### 5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and remain in effect for a period of two (2) years, unless terminated earlier by mutual written agreement.

5.2 The obligations of confidentiality and non-use shall survive for a period of three (3) years from the date of termination or expiration of this Agreement.

5.3 Upon termination or expiration of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information and certify such destruction in writing to the Disclosing Party.

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### 6. NO LICENSE OR WARRANTY

6.1 Nothing in this Agreement shall be construed as granting any license or right to the Receiving Party under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party.

6.2 All Confidential Information is provided "as is" and without any warranty, express or implied, as to its accuracy or completeness.

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## 7. REMEDIES

7.1 The Receiving Party acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. In such event, the Disclosing Party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

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## 8. MISCELLANEOUS

### 8.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Hyderabad, Telangana, shall have exclusive jurisdiction.

### 8.2 Entire Agreement:

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings.

### 8.3 Amendment:

No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

### 8.4 Assignment:

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

### 8.5 Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 8.6 Notices:

All notices under this Agreement shall be in writing and delivered to the addresses set forth above, or such other address as either Party may designate in writing.

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## SCHEDULE A

### Description of Confidential Information

- Product prototypes and design documents
  - Source code and software architecture diagrams
  - Market analysis reports
  - Financial models and business projections
  - Customer and vendor contracts
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## SCHEDULE B

### Permitted Representatives

- Employees of the Receiving Party's R&D and Business Development departments
- Legal and financial advisors, subject to confidentiality obligations

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SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

**For Gamma Innovations Inc.**

Signature: \_\_\_\_\_

Name: Anita Rao

Title: Chief Executive Officer

Date: \_\_\_\_\_

**For Delta Ventures Ltd.**

Signature: \_\_\_\_\_

Name: Vikram Joshi

Title: Director

Date: \_\_\_\_\_

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**[End of Agreement]**