# Mutual Confidentiality and Non-Solicitation Clause

**This Agreement** is made and entered into as of 19-May-2025, by and between:

**Amir Sayyid**

AND

**Pramod Rai**

Collectively referred to as the "**Parties**" and individually as a "**Party**".

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any non-public, proprietary, or confidential information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether disclosed orally, in writing, electronically, or otherwise, and which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

**Confidential Information shall not include information that the Receiving Party can demonstrate:**

- (a) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation of confidentiality.
- (b) is or becomes publicly available through no fault of the Receiving Party.
- (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- (d) is disclosed to the Receiving Party by a third party lawfully and without breach of any obligation of confidentiality.

## 2. Obligations of Confidentiality

Each party agrees:

- (a) to use the Confidential Information solely for the purpose of evaluating or engaging in discussions regarding a potential or ongoing business relationship.
- (b) to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to prevent unauthorized use or disclosure.
- (c) not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its employees, agents, or representatives with a legitimate need to know and who are bound by confidentiality obligations no less restrictive than those in this Agreement.

## 3. Mutual non-solicitation

For a period of twelve (12) months from the date of disclosure of the last Confidential Information, **neither party shall, directly or indirectly, solicit for employment, hire, or engage (as an employee, consultant, or otherwise)** any employee, contractor, or consultant of the other party with whom they had material interaction during the term of this

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