

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**

Agreement, **without the prior written consent** of the other party. This clause shall not restrict general solicitations not specifically targeted at the other party's personnel.

4. No License or Ownership Transfer

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Receiving Party, whether by implication, estoppel, or otherwise, under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party.

5. Return or Destruction of Confidential Information

Upon termination of discussions or upon request by the Disclosing Party, the Receiving Party shall promptly return or destroy all materials containing Confidential Information, including all copies and summaries thereof, and certify such destruction or return in writing if requested.

6. No Obligation to Proceed

Nothing in this Agreement obligates either party to proceed with any proposed business relationship. Each party reserves the right, in its sole discretion, to terminate discussions at any time.

7. Term and Survival

This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years. The confidentiality obligations under this Agreement shall survive for three (3) years following the termination of this Agreement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], without regard to its conflict of law principles. The parties' consent to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising out of or related to this Agreement.

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

Pramod Rai

Signature: _____

Amir Sayyid

Signature: _____

