

## **NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Non Disclosure and Confidentiality Agreement (“**Agreement**”) is made and entered into as of 28<sup>th</sup> Nov, 2025 also referred to as date, between Mira360 AI (“Disclosing Party”), a company incorporated under the laws of India and having its registered office at 404, 4th Floor, Galaxy Mall, Neharunagar Shivranjani Road, Ahmedabad 380015 and Arpan Dey (“Receiving Party”), a company incorporated under the laws of India and having its registered residence / office at 423 Number Room, H Block , LDCE Boys Hotel, LD college of Engineering, Navrangpura, Ahmedabad, Gujarat each hereinafter also referred to as “Party”, individually, and “Parties”, collectively.

1. **Purpose:** The Parties wish to enter into discussions in the area of Creating AI solutions for businesses ("Purpose"). In the course of such discussions in furtherance of the stated Purpose, the Disclosing Party would disclose to the Receiving Party certain Confidential Information (as defined hereinafter), which the Disclosing Party desires the Receiving Party to treat as confidential.
2. “**Confidential Information**” means any information, including technical, financial and business-related, which is disclosed by any employee or representative of the Disclosing Party to the Receiving Party, whether directly or indirectly, in writing, orally, or by inspection of tangible objects (including documents, audio visual presentations, prototypes, samples, plant, and equipment), and regardless of whether or not such disclosure (in writing or in any other tangible form) is expressly designated/notified as “confidential” by the Disclosing Party. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already lawfully in the possession of the Receiving Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party’s contemporaneous files and records; (iv) is obtained by the Receiving Party from a third party without a reasonable belief that the third party is bound by obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, as shown by documents and other cogent evidence in the Receiving Party’s possession at the relevant time.
3. **Non-use and Non-disclosure:** Save as provided under this Agreement, the Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any third parties, and will not use the Confidential Information for any purpose

other than the Purpose as stated in Clause 1 of this Agreement. The Receiving Party may disclose, on ‘need-to-know’ basis only, Confidential Information to any of its employees, directors, advisors (technical, financial or legal), and any other entities or person(s) who, though not being an employee, director or advisor of the Receiving Party, are engaged by the Receiving Party for assistance in furtherance of the Purpose as stated in Clause 1 of this Agreement (such person(s) and entities shall be collectively referred to as “**Representatives**”). The Receiving Party shall ensure, and be responsible for, compliance by its Representatives of the obligations, including those with respect to use and disclosure of Confidential Information, which applies to the Receiving Party (including its employees, directors and s) under this Agreement. The Receiving Party may disclose the Disclosing Party’s Confidential Information if required by law or a judicial or statutory order so long as the Receiving Party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure.

4. Maintenance of Confidentiality: The Receiving Party shall make the same efforts to safeguard the Disclosing Party’s Confidential Information as the Receiving Party would make to safeguard its own confidential information but not less than reasonable care. Without limiting the foregoing, the Receiving Party, prior to disclosing the Disclosing Party’s Confidential Information to any of its Representatives, will procure from such Representatives a binding and enforceable undertaking that will bind them to the conditions and obligations in relation to Confidential Information under this Agreement. The Receiving Party may only reproduce or take copies of the Disclosing Party’s Confidential Information as may be reasonably necessary for the Purpose.
5. No Obligation: Nothing in this Agreement will either obligate the Disclosing Party to disclose any Confidential Information to the Receiving Party or to proceed with any transaction with the Receiving Party. The Disclosing Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement. Further, it is understood by the Receiving Party that the scope of discussions and disclosure of Confidential Information as contemplated by this Agreement is not intended in any way to limit or alter the Disclosing Party’s ongoing businesses or ability to enter into business relationships or transactions with third parties.
6. No Warranty: All Confidential information is provided on “as is” basis. The Disclosing Party makes no warranties, whether express, implied or otherwise, including regarding the accuracy, completeness, or commercial applicability or utility of its Confidential Information.
7. Return of Materials: All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the Disclosing Party. Upon the Disclosing Party’s request, the

Receiving Party will promptly (1) destroy or return to the Disclosing Party all materials (including electronic and hard copy documents) received from the Disclosing Party that contain Confidential Information, all materials it may have created that reveal or are based on any of Disclosing Party's Confidential Information, and all copies of the foregoing, and (2) deliver to the Disclosing Party a written statement that the Receiving Party has complied with such request.

8. No License: Nothing in this Agreement is intended to grant any rights or license to the Receiving Party under any patent, copyright, trademark or other intellectual property rights (such as know-how, trade secrets, proprietary processes & methods, etc.) of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.
9. Term: This Agreement shall remain in force for a period of one (1) year from the date hereof but a Party may terminate the Agreement earlier by giving thirty (30) days written notice to the other Party. Provided further that the confidentiality obligations of the Receiving Party shall survive for a period of two (2) years from the date of expiry/termination of this Agreement.
10. Remedies: The Receiving Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, and therefore in case of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to obtain equitable reliefs, including injunction, against the Receiving Party from a court of competent jurisdiction in addition to all legal remedies.
11. Miscellaneous: The Parties represent to each other that they are executing this Agreement with full authority and necessary internal corporate approvals. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by the Receiving Party without the prior written consent of the Disclosing Party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their successors and permitted assigns. This Agreement will be governed by the laws of India, without regard to the conflict of laws principles and courts of Mumbai shall have exclusive jurisdiction over matters arising in connection with this Agreement. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a written document signed by both Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be the original, but all of which constitute the same agreement. Any notice or other communication

required to be given hereunder shall be deemed to have been given if in writing and sent by registered or certified mail or by fax, addressed to the Party to receive the same at the address for such Party set forth in hereinabove. All provisions which by their nature are intended to survive the expiry or termination of this Agreement, shall survive.

12. **Confidentiality of Agreement:** The Receiving Party agrees that this Agreement, its terms and conditions, and any discussions or negotiations pursuant to or in relation to this Agreement or a possible business transaction between the Parties or status thereof are confidential and shall not be disclosed to any third party, without written consent of the Disclosing Party.

**Disclosing Party:**

**Company Name: Mira360 AI**

By:

Name:

By:

Name:

**Receiving Party:**

**Company Name:**

By:

Name: