

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (hereinafter referred to as the “Agreement”) made and entered into at Ahmedabad, this 5th day of October, 2025

BETWEEN

Shivang Patel on behalf of Mirai360 AI, having its head office at 404, 4th floor, Galaxy Mall, Neharunagar Shivranjani Road, Ahmedabad 380015 (hereinafter referred to as “Mirai360 AI” or “Disclosing Party” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its, affiliates, subsidiaries, successors and permitted assigns);

AND

Harsh Jani and Kirit Patel (Flavi Dairy Solutions), having his address at 403, 4th Floor, 'Samruddhi', Opp. Old High Court, B/H Navdeep Bldg., Navrangpura, Ahmedabad-380014 (hereinafter referred to as “Flavi Dairy Solutions” or “Receiving Party” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its, affiliates, subsidiaries, successors and permitted assigns).

Mirai360 AI/Disclosing Party and Flavi Dairy Solutions/Receiving Party are hereinafter collectively referred to as “the Parties” and individually as “the Party”.

### **WHEREAS:**

- (A) Mirai360.ai is an Agentic AI OS for legal systems that transforms Indian law firms through comprehensive automation of back office operations, client experiences, and legal intelligence. The platform enables boutique practices to handle larger, more complex cases through our AI-first agentic architecture that operates autonomously across legal workflows. Built for Indian legal complexity with vernacular language support, Mirai360.ai operates as the complete AI operating system that converts traditional legal practices into strategic advisory firms.;
- (B) Flavi Dairy Solutions is an software development consultant specializing in front end, backend development, and agentic AI framework and architecture.
- (C) In the course of such engagement, [*The Recipient, Flavi Dairy Solutions, serves as an service provider to the Company, providing consultation and software development.*] (“**Purpose**”).
- (D) The Parties now desire to record the terms and conditions governing the protection, use, and disclosure of such confidential information shared by Mirai360 AI with Flavi Dairy Solutions during the course of their collaboration.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, undertakings, and obligations set forth herein, the Parties hereby agree to be bound by the terms and conditions of this Agreement.

## **2. DEFINITIONS**

**2.1.** In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings ascribed to them:

**2.1.1. Affiliate** in relation to a person,

- (i) Being a corporate entity, shall mean any entity or person, which Controls, is Controlled by, or is under the common Control of such person;
- (ii) Being an individual, shall mean any relative, or any other Person which is Controlled by such person or a relative of such individual;
- (iii) in any other case, it shall mean a person controlled by a party or parties to this Agreement.

**2.1.2. Agreement** means this Non-Disclosure Agreement and the Schedules;

**2.1.3. Applicable Law** means and includes the Act, and all applicable statutes, enactments, acts of the legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, circulars, policies, directions, directives, transfer pricing norms and orders of any Government Authority, and, if applicable, international treaties, having jurisdiction over the matter in question and having the force of law;

**2.1.4. Confidential Information** has the meaning ascribed to such term in Clause

5.1; **2.1.5. Disclosing Party** has the meaning ascribed to such term in Clause 5.1;

**2.1.6. Discussion Period** has the meaning ascribed to such term in Clause 12.3; **2.1.7.**

**Dispute** has the meaning ascribed to such term in Clause 12.2;

**2.1.8. Dispute Notice** has the meaning ascribed to such term in Clause 12.2;

**2.1.9. Disputing Party** has the meaning ascribed to such term in Clause

12.2;

**2.1.10. Government Authority** means any government or quasi-government authority, ministry, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction on behalf of or representing the Government of India and/or any other relevant jurisdiction, or any state, municipality, district or

other subdivision or instrumentality thereof;

**2.1.11. Indemnified Parties** has the meaning ascribed to such term in Clause 10.1;

**2.1.12. INR or Rs.** means Indian Rupees, the currency of the Republic of India for the time being in force;

**2.1.13. Losses** has the meaning ascribed to such term in Clause 10.1;

**2.1.14. Person** means and includes an individual, an association, a corporation, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

**2.1.15. Project** means full stack and agentic AI development services for Mirai360

AI; **2.1.16. Purpose** has the meaning ascribed to such term in Clause 3.1;

**2.1.17. Receiving Party** has the meaning ascribed to such term in Clause 5.1;

**2.1.18. Tax** means all taxes, duties including stamp duty, charges, fees, levies, cess or other similar assessments, including without limitation in relation to (i) income, services, gross receipts, professional, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll, imposed by any state, local, or other governmental agency, or other entity so authorised by Applicable Law in India, and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such tax or any contest or dispute thereof;

**2.1.19. Term** has the meaning ascribed to such term in Clause 4.1;

**2.1.20. Third Party** means any Person other than the Parties to this Agreement; **2.2.** Except

where the context requires otherwise, this Agreement will be interpreted as follows:

**2.2.1.** headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

**2.2.2.** where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;

**2.2.3.** words importing the singular shall include plural and vice versa;

**2.2.4.** reference to Recitals, Clauses, Sub-clauses, Paragraphs, Schedules and Annexures are to recitals, clauses, sub-clauses, paragraphs schedules and annexures of this

- 2.2.5.** all words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- 2.2.6.** the expressions hereof, herein and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears;
- 2.2.7.** the ejusdem generis (of the same kind) rule will not apply to the interpretation of this Agreement. Accordingly, include and including will be read without limitation;
- 2.2.8.** any reference to a person includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government (or agency or political subdivision thereof) or other entity of any kind, whether or not having separate legal personality. A reference to any person in this Agreement shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and permitted successors and assigns;
- 2.2.9.** a reference to any document (including this Agreement) is to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- 2.2.10.** that Applicable Law, statute or statutory provision as from time to time consolidated, amended, modified, updated, re-enacted or replaced by any other statute or statutory provision; and
- 2.2.11.** any subordinate legislation or regulation made under the relevant statute or statutory provision or Applicable Law.

### **3. EFFECTIVE DATE**

- 3.1. This Agreement shall come into full force and effect on and from the Effective Date, which shall mean the date 5th October, 2025. The terms, conditions, and obligations set forth herein shall accordingly be deemed to have commenced from such Effective Date.

### **4. PURPOSE OF THE AGREEMENT**

- 4.1. This Agreement is entered into by the Parties to establish the terms and conditions governing the disclosure and protection of certain confidential and sensitive information by the Disclosing Party [*Agentic AI solution development for Mira 360 AI*] ("**Purpose**").
- 4.2. In the course of such engagement, each Party may disclose to the other certain non-public, confidential, proprietary, or commercially sensitive information. The Parties recognize that the unauthorized disclosure or misuse of such information would cause significant

harm to the disclosing Party.

- 4.3. Accordingly, the purpose of this Agreement is to establish legally binding obligations concerning:

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- 4.3.1. the protection and non-disclosure of Confidential Information, whether oral, written, or otherwise communicated;
- 4.3.2. The prohibition of competition or direct competition under this Agreement shall be limited strictly to the specific feature, module, or scope of work described in the applicable quotation or statement of work for each service period. Each such quotation shall serve as the sole reference document for determining the boundaries of any non-compete or non-circumvention obligation. No general, broad, market-wide, strategy-wide, or industry-wide non-compete shall apply beyond the expressly stated scope defined in the relevant quotation.
- 4.3.3. the prevention of any form of business circumvention for the scope of feature being developed, wherein either Party seeks to bypass the other Party in dealings with clients, partners, or other contacts introduced pursuant to this relationship; and
- 4.3.4. the fostering of a relationship based on trust, good faith, and the mutual safeguarding of business interests.
- 4.4. This Agreement governs the terms under which such Confidential Information may be used, disclosed, or shared, and defines the duties and limitations of each Party in connection with that information and the business opportunities arising therefrom.

## **5. TERM**

- 5.1. This Agreement shall come into effect from the Effective Date and shall remain valid and binding until terminated solely at the instance of the Disclosing Party, in accordance with Clause 14.1 (“**Term**”). The Receiving Party expressly agrees that its obligations relating to confidentiality, non-disclosure, and non-use of the Confidential Information shall not be limited by the Term and shall continue in full force and effect for a period of eighteen (18) months from the date of written termination letter issued by either Party, after which such obligations shall automatically expire.
- 5.2. Upon termination of this Agreement by the Disclosing Party in accordance with Clause 14.1, the Receiving Party shall forthwith cease all use, reference, or disclosure of the Confidential Information and shall, within thirty (30) days from the date of such termination, return to the Disclosing Party or permanently destroy all materials, documents, data, or other tangible and intangible embodiments of the Confidential Information, including all copies, extracts, summaries, or reproductions thereof, in any form whatsoever, whether physical or electronic. Such return, destruction, and cessation obligations shall be in continuation and not in derogation of the provisions contained in Clause 14.2.

## **6. DEFINITION OF CONFIDENTIAL INFORMATION**

6.1. "Confidential Information" shall mean any non-public, confidential, or proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the

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"Receiving Party"), whether in oral, written, visual, graphic, or electronic form, including but not limited to: business strategies, trade secrets, financial data, technical data, processes, customer information, pricing, marketing plans, designs, know-how, software, product information, contracts, reports, and any other materials marked as confidential or which by their nature would reasonably be deemed confidential.

6.2. Confidential Information shall also include:

6.2.1. Derivatives, compilations, analyses, or other documents prepared by the Receiving Party that contain or reflect any Confidential Information;

6.2.2. Any and all notes, memoranda, records, and documents prepared or derived from Confidential Information; and

6.2.3. Any other information designated by the Disclosing Party as confidential, provided such designation is made in writing at the time of disclosure.

6.3. The Disclosing Party agrees to clearly define and communicate the scope of its Confidential Information and competitive business activities to the Receiving Party, in order to avoid ambiguity in the application of this Clause.

6.4. All code, architecture, and technical assets developed by Flavi Dairy Solutions shall remain the intellectual property of Flavi Dairy Solutions until full payment is received. Upon full payment, ownership of commissioned deliverables shall transfer to Mirai360 AI, provided that Flavi Dairy Solutions shall retain a non-exclusive license to reuse general-purpose methodologies and components.

6.5. Flavi Dairy Solutions shall not be liable for legal issues, disputes, data breaches, or external problems not directly caused by its wilful misconduct or gross negligence. Maximum liability under this Agreement shall not exceed the total fees paid in the preceding twelve (12) months.

## **7. OBLIGATIONS OF CONFIDENTIALITY**

7.1. The Receiving Party agrees to:

7.1.1. Maintain the confidentiality of the Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than a reasonable degree of care;

7.1.2. Use the Confidential Information solely for the purpose for which it is disclosed; and

7.1.3. Not disclose such information to any third party without the prior written consent of the Disclosing Party, except as permitted under this Agreement.

7.2. Confidential Information may only be disclosed to the Receiving Party's employees, agents, or consultants who have a need to know such information for the purposes of this

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Agreement and who are bound by confidentiality obligations no less stringent than those contained herein.

7.3. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and shall cooperate in any investigation or remediation efforts.

## **8. EXCEPTIONS**

8.1. The obligations of confidentiality and restrictions on use set forth in this Agreement shall not apply to any portion of the Confidential Information that the Receiving Party can demonstrate, with sufficient documentary evidence, falls within any of the following exceptions:

8.1.1. was lawfully known to the Receiving Party prior to its disclosure by the Disclosing Party, without any restriction or obligation of confidentiality, and not as a result of a breach of any legal, contractual, or fiduciary duty owed to the Disclosing Party;

8.1.2. becomes publicly available or enters the public domain through no act, omission, or fault of the Receiving Party or any of its directors, officers, employees, agents, consultants, or representatives, whether directly or indirectly;

8.1.3. is disclosed to the Receiving Party by a third party who is lawfully in possession of such information and is not under a legal or contractual obligation to maintain the confidentiality of such information or to restrict its use or disclosure; and

8.1.4. is independently developed by the Receiving Party without use of, reference to, or reliance upon the Confidential Information of the Disclosing Party, and such independent development can be substantiated by written records contemporaneous with the development process.

8.2. Provided, however, that the burden of proof with respect to the applicability of any of the above exceptions shall rest solely with the Receiving Party, and any such exception shall not relieve the Receiving Party of its confidentiality obligations with respect to any remaining portion of the Confidential Information that does not fall within the scope of such exceptions.

## 9. COMPELLED DISCLOSURE

9.1. In the event that the Receiving Party becomes legally obligated, pursuant to applicable law, regulation, stock exchange requirement, governmental directive, or by order of a court or tribunal of competent jurisdiction, to disclose any Confidential Information received under this Agreement, the Receiving Party shall:

9.1.1. provide the Disclosing Party with prompt written notice of such requirement, to the extent legally permissible, so as to enable the Disclosing Party to seek a

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protective order, injunction, or other appropriate remedy or relief, or to waive compliance with the terms of this Agreement in respect of the required disclosure;

9.1.2. cooperate fully and in good faith with the Disclosing Party in any lawful effort to prevent or limit such disclosure, including joining in any legal proceeding if requested by the Disclosing Party and permitted by law;

9.1.3. in the absence of a protective order or waiver by the Disclosing Party, disclose only that portion of the Confidential Information which the Receiving Party's legal counsel reasonably advises is legally required to be disclosed, and no more;

9.1.4. use reasonable efforts to obtain assurances that the disclosed information will be treated as confidential by the receiving authority or third party, including but not limited to requesting that such disclosure be made under seal or pursuant to a protective order where applicable.

9.2. The disclosure of Confidential Information pursuant to this clause shall not relieve the Receiving Party of its obligations with respect to any other Confidential Information not subject to such compelled disclosure.

## 10. PUBLICATIONS

10.1. The Receiving Party shall not make any public announcement, press release, media communication, publication, or disclosure of any nature whatsoever in connection with this Agreement, the Purpose, the Confidential Information, or any matter relating hereto, without the prior written consent of the Disclosing Party.

10.2. Notwithstanding the foregoing, the Receiving Party may, with the prior written consent of the Disclosing Party, use aggregated, non-identifiable, or publicly available information derived from the engagement for inclusion in reports, research publications, or policy briefs, provided that such use does not, directly or indirectly, reveal any Confidential Information or identify the Disclosing Party or its officers or departments without express authorization.

## 11. INDEMNITY



- 11.1. The Receiving Party hereby agrees to fully indemnify, defend, and hold harmless the Disclosing Party, its affiliates, group companies, and their respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys’ fees, expert fees, and legal costs) (collectively, “**Losses**”) that may be incurred, suffered, or sustained by any of the Indemnified Parties arising directly or indirectly out of, or relating to:

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- 11.1.1. any breach or threatened breach of any provision, representation, warranty, or covenant contained in this Agreement by the Receiving Party or its employees, officers, agents, representatives, or affiliates if traced back to services provided by the firm;
- 11.1.2. Any breach or threatened breach of any provision, representation, warranty, or covenant contained in this Agreement by the Receiving Party or its employees, officers, agents, representatives, or affiliates;
- 11.1.3. any act or omission by the Receiving Party that results in a violation of applicable law, regulation, or third-party rights in connection with the use or handling of the Confidential Information.
- 11.1.4. A threatened breach must be supported by objective written evidence to be actionable under this Agreement.
- 11.2. The obligation to indemnify under this clause shall survive the expiration or earlier termination of this Agreement. The Disclosing Party shall provide prompt written notice of any indemnifiable claim and shall reasonably cooperate (at the Receiving Party’s expense) in the defense or settlement of such claim. The Receiving Party shall not settle any claim without the prior written consent of the Disclosing Party, unless such settlement includes a full and unconditional release of all claims against the Disclosing Party.
- 11.3. Notwithstanding the foregoing, the indemnification obligations of the Receiving Party under this Clause 11 shall be subject to the limitations set forth in Clause 6.5, and in no event shall the aggregate indemnification liability exceed the total fees paid to the Receiving Party in the preceding twelve (12) months.
- 11.4. Indemnity obligations shall not apply to normal software bugs, errors, or defects arising during development or testing.
- 11.5. For clarity, violations of law arising from data, instructions, configurations, hosting, or operational actions performed by the Disclosing Party or its users shall not fall under the Receiving Party’s indemnity obligations.

## **12. REMEDIES**

- 12.1. The Receiving Party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable harm to the Disclosing Party, for which monetary damages alone may be an inadequate remedy. Accordingly, the Receiving Party agrees that, in addition to any other rights or remedies available at law or in equity, the Disclosing Party shall be entitled to seek appropriate injunctive or equitable relief to prevent or curtail any such actual or threatened breach of this Agreement.
- 12.2. The rights and remedies provided in this Agreement are cumulative and in addition to, and not in substitution for, any other rights or remedies that may be available to the Disclosing Party under applicable law, equity, or contract. The exercise of any such right

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or remedy shall not preclude the exercise of any other right or remedy available to the Disclosing Party.

### **13. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Subject to the provisions of Clause 12.6 (Arbitration), the courts situated at Ahmedabad shall have exclusive jurisdiction in relation to any dispute, suit, proceeding, or claim arising out of or in connection with this Agreement.
- 13.2. In the event of any dispute, controversy, disagreement, claim, or difference (“**Dispute**”) arising out of or in connection with this Agreement, including any issue relating to its existence, validity, interpretation, performance, breach, or termination, the Party asserting the Dispute (“**Disputing Party**”) shall issue a written notice setting out the nature and particulars of the Dispute (“**Dispute Notice**”) to the other Party.
- 13.3. Upon receipt of the Dispute Notice, the Parties shall, within a period of thirty (30) Business Days or such other period as may be mutually agreed in writing (“**Discussion Period**”), attempt in good faith to resolve such Dispute through amicable discussions and negotiations. Each Party shall nominate one senior officer or authorised representative to participate in such discussions.
- 13.4. If a resolution or settlement of the Dispute is arrived at during the Discussion Period, the same shall be reduced to writing, executed by the authorised representatives of both Parties, and shall be binding and enforceable. The Parties shall take all necessary steps, including exercising voting rights or management control, if applicable, to give effect to such resolution.
- 13.5. In the event that:
- 13.5.1. no resolution is reached during the Discussion Period; or
  - 13.5.2. the resolution reached during the Discussion Period is not implemented within a further period of thirty (30) days from the date of such resolution or such other

mutually agreed period,

then the Dispute shall be resolved in the manner provided under Clause 12.6

below. 13.6. Arbitration

13.6.1. All Disputes that remain unresolved after completion of the Discussion Period shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any statutory modifications or reenactments thereof for the time being in force. The seat and venue of arbitration shall be Ahmedabad. The arbitral tribunal shall consist of sole arbitrator to be mutually appointed by the Parties. The award of the arbitrator shall be final and binding upon the Parties.

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13.6.2. The language of arbitration shall be English. The arbitral tribunal shall be entitled to award costs of the proceedings, including legal fees, as it deems fit and proper. The cost of appointment of arbitrator and conduct of arbitral proceedings shall, in the first instance, be borne equally by the Parties, subject to any contrary direction in the arbitral award.

13.6.3. The pendency of any arbitration proceedings shall not relieve either Party from the performance of their respective obligations under this Agreement, except those obligations that are directly the subject matter of the Dispute.

13.6.4. The Parties agree to cooperate in good faith to ensure that the arbitral proceedings are conducted in an expeditious and cost-effective manner.

**14. FORCE MAJEURE**

14.1. The term Force Majeure Event shall mean and include any event or circumstance, or combination of events or circumstances, which is beyond the reasonable control of a Party and which could not have been prevented or overcome by the exercise of due diligence and reasonable foresight, including but not limited to: act of God, natural calamity, flood, earthquake, cyclone, fire, epidemic or pandemic, war (declared or undeclared), hostilities, civil commotion, riots, insurrection, terrorism, sabotage, embargo, strike, lockout or other industrial or labour disturbance, breakdown of communication or transportation systems, or act, order, restriction, prohibition, or intervention by any Governmental Authority.

14.2. Notwithstanding anything contained herein, the occurrence or continuation of any Force Majeure Event shall not, under any circumstance, relieve, suspend, or otherwise affect either Party's obligations under this Agreement, including but not limited to the obligations relating to confidentiality, non-disclosure, non-use, return or destruction of Confidential Information, and any other continuing covenants.

14.3. The Parties expressly agree that the confidentiality obligations under this Agreement are

absolute, unqualified, and shall survive and remain fully enforceable irrespective of the occurrence of any Force Majeure Event. Each Party shall ensure that appropriate measures are maintained at all times to safeguard the Confidential Information, including during any such event.

14.4. For abundant clarity, no Party shall be entitled to invoke Force Majeure as a defence for failure to protect, maintain, or preserve the confidentiality of any information or for any unauthorised use, disclosure, or dissemination thereof.

14.5. Force Majeure shall excuse performance obligations of both Parties, except obligations relating to confidentiality.

## **15. TERMINATION**

### **15.1. Termination by the Disclosing Party**

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The Disclosing Party shall have the absolute right to terminate this Agreement, in whole or in part, at any time and for any reason whatsoever, by giving written notice to the Receiving Party. Such termination may also be effected immediately in the event of any breach by the Receiving Party of the provisions of this Agreement, including any breach of its obligations relating to confidentiality, non-disclosure, or non-use of Confidential Information, or upon the occurrence of any event which, in the reasonable opinion of the Disclosing Party, causes or is likely to cause reputational, commercial, or legal harm.

15.1.1 The Receiving Party shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the Disclosing Party in the event of: (i) non-payment of undisputed invoices beyond thirty (30) days from due date; (ii) material breach by the Disclosing Party that remains uncured for fifteen (15) days after written notice; or (iii) any act by the Disclosing Party that causes reputational, commercial, or legal harm to the Receiving Party.

### **15.2. Consequences and Continuing Obligations**

15.2.1. Upon termination or expiry of this Agreement, the Receiving Party shall forthwith cease all use of the Confidential Information and shall, upon written instruction of the Disclosing Party, immediately return or permanently destroy all Confidential Information, in any form whatsoever, including all copies, extracts, summaries, and reproductions, whether in physical or electronic format.

15.2.2. The Receiving Party shall, if so required, provide a written certification confirming such return or destruction.

15.2.3. Notwithstanding such termination or any act, omission, or event, the obligations of the Receiving Party relating to confidentiality, non-disclosure, non-use,

indemnity, and all other continuing covenants under this Agreement shall remain in full force and effect for a period of eighteen (18) months from the date of written termination letter. The Disclosing Party's right to seek any remedy, including damages, specific performance, or injunctive relief, for any breach or threatened breach shall survive and remain unaffected by such termination.

15.2.4. A threatened breach must be supported by objective written evidence to be actionable under this Agreement.

15.2.5. Upon termination for any reason, all outstanding payments for work completed up to the date of termination shall become immediately due and payable. Termination shall not affect the Receiving Party's intellectual property rights under Clause 6.4, and any unpaid work product shall remain the property of Flavi Dairy Solutions until full payment is received.

### 15.3. Survival of Certain Provisions

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Notwithstanding any termination pursuant to Clause 14.1, Clauses 1.2 (*Interpretation*), Clause 10 (*Indemnity*), Clause 12 (*Dispute Resolution, Governing Law and Jurisdiction*), Clause 5 (*Definition of Confidential Information*), Clause 6 (*Obligations of Confidentiality*), shall survive termination and shall remain in full force and effect. Termination of this Agreement shall not affect any of the rights or liabilities of any parties in connection with any breach of this Agreement which may have occurred prior to the termination of this Agreement.

## 16. NOTICES

16.1. All notices, requests, consents, demands, approvals, communications or other documents required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand against acknowledgement, sent by registered post with acknowledgement due, transmitted by recognised international courier service, or sent by electronic mail with delivery/read receipt confirmation, to the following addresses of the Parties, or such other address as a Party may hereafter notify to the other Party in writing in accordance with this Clause:

If to the Disclosing Party

Address : 404, 4th floor, Galaxy Mall, Neharunagar Shivranjani Road, Ahmedabad  
380015

Kind Attention : Shivang Patel

Email : shivang@mirai360.ai

If to the Receiving Party

Address : 403, 4th Floor, 'Samruddhi', Opp. Old High Court, B/H Navdeep  
Bldg., Navrangpura, Ahmedabad-380014

Kind Attention : Flavi Dairy Solutions

Email : flavidairysolutions@gmail.com

A Notice shall be deemed to have been received: (a) if delivered by hand, on the date of such delivery against acknowledgement; (b) if sent by registered post with acknowledgement due, on the date of actual delivery as evidenced by postal records; (c) if sent by international courier, on the date of delivery as evidenced by the courier's delivery receipt; and (d) if sent by electronic mail, on the date of receipt of delivery/read confirmation, provided that if such delivery occurs on a day which is not a business day or after business hours (local time of the recipient), the Notice shall be deemed to have been received on the next business day.

16.2. Each Party shall be entitled, by written notice to the other Party, to change its address, electronic mail or other details for the purpose of receiving Notices under this

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Agreement. Until such change is notified in writing, Notices shall validly be served at the last recorded address.

## **17. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive statement of the understanding between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, negotiations, communications, arrangements, representations, commitments, assurances, or agreements, whether oral or written, express or implied, in respect of the matters dealt with herein.

## **18. SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, void, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions shall remain in full force and effect as if such invalid or unenforceable provision had never been included. The Parties shall negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable one that most closely reflects the original intent of the Parties.

## **19. AMENDMENT**

No modification, amendment, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and signed by duly authorized representatives of both Parties. Any such written amendment shall expressly reference this Agreement and clearly state the intention of the Parties to amend the same.

## **20. ASSIGNMENT**

- 20.1. Neither this Agreement nor any of the rights, duties, or obligations hereunder shall be assigned, transferred, delegated, subcontracted, or otherwise disposed of by either Party, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party.
- 20.2. Any purported assignment in violation of this clause shall be null and void and of no effect.
- 20.3. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

## **21. WAIVER**

No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by the Party granting the waiver. A waiver of any default shall not be deemed a waiver of any subsequent default.

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## **22. FURTHER ASSURANCES**

The Parties agrees to execute such further documents and do all acts and things as may be reasonably required by to give full effect to the terms and intent of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of Mirai360 AI

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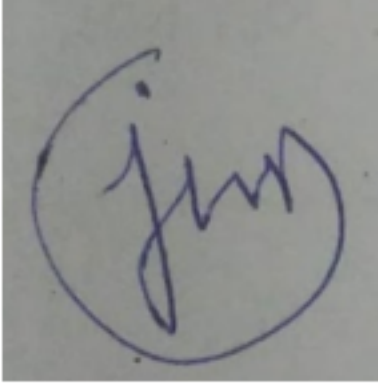
Name:

Designation:

Date:

Place

For and on behalf of Flavi Dairy Solutions



Name: Jani Harsh NareshKumar

Designation: Tech Lead

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***Gandhi Law Associates for Mirai 360 AI***  
*Client-Attorney, privileged work. Confidential.*

Date: 02/12/2025

Place: Ahmedabad , Gujarat

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