Investor Non-Disclosure Agreement

The Company will share confidential information with the Investor, who agrees to protect it on these terms.

Company

LEGAL NAME

EMAIL

PHONE

ADDRESS

Investor

FULL NAME

EMAIL

PHONE

ADDRESS

Purpose and term

The Investor is evaluating a possible investment in the Company and will receive access to financial, legal and business information.

PURPOSE (DESCRIBE THE PROJECT OR DISCUSSIONS)

AGREEMENT TERM

CONFIDENTIALITY LASTS AFTER TERM

Obligations

- Confidential information means non-public information disclosed by the Company in any form, including business, technical, financial and personal data, whether or not marked confidential.
- Use. The Investor uses confidential information only for the purpose above and protects it with at least reasonable care.
- Sharing. The Investor shares it only with its employees and advisers who need to know and are bound by similar duties.
- Exclusions. Information that is public without breach, already known lawfully, independently developed or received from a third party without restriction is not covered.
- Required disclosure. If law or a court requires disclosure, the receiving party gives prompt notice (where

allowed) and discloses only what is required.

- Return. On request or at the end of the term, confidential information is returned or deleted, except copies kept by law or in routine backups, which stay confidential.
- No licence. No right to any IP is granted, and information is shared "as is".
- Remedies. Damages may not be enough for a breach, so the disclosing party may seek an injunction in addition to other remedies.
- Portfolio carve-out. The Investor may invest in other companies, including competitors, provided it does not use the Company's confidential information to do so.
- Securities law. The Investor will not trade in securities of any listed entity based on unpublished price-sensitive information received.
- Data room. Data room access logs may be used to show what was shared.

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Investor

SIGNATURE

PRINTED NAME

DATE