

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("AGREEMENT") IS MADE ON THIS [_____] DAY OF [_____] , 2026; BY AND BETWEEN

Indian Institute of Technology Delhi - Abu Dhabi, (hereinafter referred to as "IITD - AD") OF THE ONE PART;

And

[Full name of the other Party], a company incorporated under the laws of [_____] with its registered office situated at [_____] (hereinafter referred to as "**Company**") OF THE OTHER PART;

IITD - AD and Company shall be referred to collectively as "Parties" and individually as "Party".

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of [_____] ("**Proposed Transaction**");

WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both Parties may exchange information, material and documents relating to its business, assets, finances, operations, plans and/or prospects of businesses (hereinafter referred to as "**Confidential Information**", more fully detailed in clause 1 herein below) that each Party regards as proprietary; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the **Proposed Transaction**. For the purposes of this Agreement, a Party disclosing Confidential Information to the other shall be a "**Disclosing Party**" and a Party receiving Confidential Information shall be a "**Receiving Party**".

In connection with the above, the Parties hereby agree as follows:

1. Confidential Information means (a) any technical and non-technical information related to a Party's business and current, future and proposed products and services of each of the Parties, including for example and without limitation, each Party's respective information and any materials concerning research, development, trade secrets, network information, configurations, trademarks, brand name, know-how, design details and specifications, financial and operational information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans and (b) all other non-public information, material or data relating to the current and/or future business and operations and analysis, compilations, studies, summaries, extracts or other documentation, along with (c) any information a Party has received from others that may be made known to the other Party and which such Party is obligated to treat as confidential or proprietary.
2. Confidential Information shall remain the property of Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent. The Receiving Party shall not apply for or obtain any rights, in particular intellectual property

rights, in respect to the Confidential Information. Neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting either expressly or by implication, estoppels or otherwise, any license or right other than such required for the Proposed Transaction.

3. The Receiving Party will not use, disseminate, or in any way disclose any of the Disclosing Party's Confidential Information to any person, firm or business, for any other purpose than in the connection with the Proposed Transaction (the **"Purpose"**). Copies/duplicates of Confidential Information shall also be deemed to constitute Confidential Information of the Disclosing Party. Without the prior consent of the Disclosing Party, the Receiving Party shall not conduct any observation, study, disassembly or testing (so-called reverse engineering) of a product or item received from the Disclosing Party if the product or item has not been made available to the public.
4. The Receiving Party is not authorized to disassemble or decompile software received or to translate it into another code-form, whereby mandatory rights of the Disclosing Party under applicable copyright law shall remain unaffected.
5. The Receiving Party shall treat all of the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party accords to its own Confidential Information, but not less than reasonable care. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those of the Receiving Party's employees, consultants, and contractors who need to know such information.
6. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information, agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information. The Receiving Party certifies that each such employee, consultant, and contractor will have agreed, either as a condition to employment or in order to obtain the Disclosing Party's Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to the Receiving Party under this Agreement.
7. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall assist the Disclosing Party in remedying any such unauthorized use or disclosure of the Disclosing Party's Confidential Information.
8. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.
9. Confidential Information, however, shall not include any information which the Receiving Party can show:
 - a. is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or
 - b. was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or
 - c. was independently developed by the Receiving Party without making use of the Confidential Information; or
 - d. has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.
10. All Confidential Information is provided by the Disclosing Party "AS IS" and without any warranty, express, implied, or otherwise, regarding such Confidential Information's accuracy

or performance, be it express, implied, or statutory. Neither Party warrants that the Confidential Information disclosed under this Agreement is free from third-party rights. In addition, no warranty whatsoever is mutually provided for the economic or technical exploitability of Confidential Information disclosed or for the use of such Confidential Information or its suitability for a specific purpose.

11. The Receiving Party agrees to comply with national or international applicable laws, regulations, and orders, including, without limitation, those that may relate to the export of data. The Receiving Party will obtain any licenses or approvals the government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from the Disclosing Party pursuant to this Agreement or any product utilizing any such data.
12. This Agreement shall govern all communications between the Parties relating directly or indirectly to the Proposed Transaction.
13. In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.
14. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
15. If a Party waives any term, provision or the other Party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Party by whom such waiver is granted.
16. No waiver by a Party of a breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by such other Party and the failure to exercise any right provided in this Agreement shall not comprise a waiver of any prior or subsequent rights.
17. **"Personal Data"** means any information relating to an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to factors specific to his physical, psychological, mental, economic, cultural or social identity.
18. **Personal Data Protection.** The Receiving Party agrees that it will process Personal Data only for the Purpose and in accordance with the instructions of the Disclosing Party. Each Party shall comply with the applicable privacy and data protection laws and regulations and shall take the required technical and organizational measures under such laws and regulations to protect the Personal Data, against unauthorized access, unauthorized modification or passing on, in particular in case of transmission of such data in a network. Further the Receiving Party shall ensure it has retention and deletion policies to manage the information life cycle management of such Personal Data, as data processor, to secure and to protect it against accidental loss or unlawful destruction.
19. The Receiving Party further agrees that it will promptly notify the Disclosing Party about: (a) any legally binding request for disclosure of the Personal Data by a law enforcement authority

(unless prohibited); (b) any accidental or unauthorized processing of Personal Data; and (c) any requests received from an individual to whom the Personal Data relates, without responding unless authorized to do so.

20. Neither Party shall use the other's name, trademarks, proprietary words or symbols or publish the same in any publication, press release, marketing material, or otherwise without the prior written approval of the other.
21. Both Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at their discretion which they consider to be necessary to disclose in relation to the Proposed Transaction.
22. The Parties agree that they may not disclose the existence of any negotiations, discussions, or consultations in progress between the Parties to any form of public media without the prior written approval of the other Party.
23. The relationship between both the Parties to this Agreement shall be on a principal-to-principal basis, and nothing in this Agreement shall be deemed to have created a relationship of agency or partnership between the Parties, and none of the employees of the Company shall be considered as employees of IITD - AD.
24. Each Party warrants that it has the authority to enter into this Agreement.
25. This Agreement constitutes the entire agreement with respect to the Confidential Information to be disclosed hereunder and supersedes all prior or contemporaneous agreements, whether written or oral.
26. All modifications and amendments to this Agreement must be made in writing and signed by both Parties.
27. This Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the prior written consent of the other Party.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MUTUAL NON-DISCLOSURE AGREEMENT IN DUPLICATE BY AFFIXING THE SIGNATURE OF THE AUTHORISED REPRESENTATIVES AS OF THE DATE HEREIN ABOVE MENTIONED.

Indian Institute of Technology Delhi - Abu Dhabi)

Signature 1

Name

Title

Place

Date

Signature 2

Name

Title

Place

Date

[Name of the other Party]

Signature 1

Name

Title

Place

Date