

I am desirous of engaging the services of IPV Advisors Pvt. Ltd. to facilitate the investment opportunities or proposals in the various companies or body corporates. During these discussions, IPV Advisors Pvt. Ltd. may share certain proprietary information with me. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- i. Definition of Confidential Information.** For purposes of this Agreement, “**Confidential Information**” means any data or information pursuant to the Transaction that is proprietary to the IPV Advisors Pvt. Ltd. and/or any of its clients and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) project reports, evaluation reports, analysis reports, investment reports, any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the companies or body corporates, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information. The Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. I acknowledge that the Confidential Information is proprietary to the IPV Advisors Pvt. Ltd. and/or any of its clients, has been developed and obtained through great efforts by the IPV Advisors Pvt. Ltd. and that IPV Advisors Pvt. Ltd. regards all Confidential Information as trade secrets. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by me prior to receiving the Confidential Information from IPV Advisors Pvt. Ltd.; (b) becomes rightfully known to me from a third-party source not known (after diligent inquiry) by me to be under an obligation to IPV Advisors Pvt. Ltd. to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by me in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of me without violation of the terms of this Agreement or reference or access to any Confidential Information.
- ii. Disclosure of Confidential Information.** From time to time, the IPV Advisors Pvt. Ltd. may disclose Confidential Information to me, I will: (a) limit disclosure of any Confidential Information to my representative who have a need to know such Confidential Information in connection with the current or contemplated business relationship between us to which this Agreement relates, and only for that purpose; (b) advise my Representative of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representative to keep the information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). I shall be responsible for any breach of this Agreement by self or by my Representative.
- iii. Use of Confidential Information.** I agree to use the Confidential Information solely in connection with the Transaction
i.e. current or contemplated business relationship between the Parties and not for any purpose other than as



authorized by this Agreement without the prior written consent of an authorized representative of IPV Advisors Pvt. Ltd. No other right or license, whether expressed or implied, in the Confidential Information is granted to me hereunder. Title of the Confidential Information will remain solely with the IPV Advisors Pvt. Ltd. All use of Confidential Information by me shall be for the benefit of the IPV Advisors Pvt. Ltd. and any modifications and improvements thereof by me shall be the sole property of IPV Advisors Pvt. Ltd.

- iv. **Compelled Disclosure of Confidential Information.** Notwithstanding anything in the foregoing to the contrary, I may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, regulatory request or similar method, provided that I promptly notifies, to the extent practicable, IPV Advisors Pvt. Ltd. in writing of such demand for disclosure so that the IPV Advisors Pvt. Ltd., at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to my business (not targeted at IPV Advisors Pvt. Ltd.), I may promptly comply with such request provided (if permitted by such regulator) the IPV Advisors Pvt. Ltd. prompt notice of such disclosure. I agree that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the IPV Advisors Pvt. Ltd. with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the IPV Advisors Pvt. Ltd. is unable to obtain or does not seek a protective order and I legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.
- v. **Indemnity.** I shall, at all times and to the complete satisfaction of the IPV Advisors Pvt. Ltd. and without demur, at its own expense, indemnify, defend and hold harmless, the IPV Advisors Pvt. Ltd. and its officers, directors, employees, associates successors, representatives, clients and agents, against any third party claim, demand, suit, action or other proceeding brought against the IPV Advisors Pvt. Ltd. or its directors, successors, representatives, agents, officers and employees and against all penalty, damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings are, directly or indirectly, based on or arise on account of any breach of any of the terms and conditions of this Agreement or failure of mine in the performance or observance of its role, functions, responsibilities as specified herein, or the breach or infringement of any Confidential Information.
- vi. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Clause. Notwithstanding the foregoing, mine duty to hold in confidence Confidential Information that was disclosed during the Term shall remain in effect indefinitely. I and IPV Advisors Pvt. Ltd. may terminate this Agreement without assigning any reasons by giving a prior notice of 7 (Seven) days to the other Party and all obligations of confidentiality will survive the termination of this Agreement. In the event this Agreement is terminated, I will promptly return or destroy all Confidential Information which I received from IPV Advisors Pvt. Ltd.
- vii. **Remedies.** I acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to IPV Advisors Pvt. Ltd. that would result from the unauthorized dissemination of the Confidential Information may be impossible to calculate. Therefore, both the Parties hereby agree that IPV Advisors Pvt. Ltd. shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder to the Disclosing Party, whether at law or in equity. Additionally, if I am found guilty of sharing confidential information or/and startup investment deal opportunities outside the platform, because of which IPV Advisors Pvt Ltd misses out on the investment, it will attract penalty for the



amount equivalent to the fund raised by IPV Advisors Pvt Ltd. IPV Advisors Pvt. Ltd. shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses.

- viii. **Return of Confidential Information.** I shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("**Notes**") (and all copies of any of the foregoing, including "**Copies**" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the Parties contemplated hereunder; or (ii) the termination of this Agreement. Alternatively, I, with the written consent of the IPV Advisors Pvt. Ltd. may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer supervising the destruction).
- ix. **Notice of Breach.** I shall notify the IPV Advisors Pvt. Ltd. immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the IPV Advisors Pvt. Ltd. to help the IPV Advisors Pvt. Ltd. regain possession of Confidential Information and prevent its further unauthorized use. Such notice shall not absolve me from its liability arising as a result of such breach.
- x. **No Binding Agreement for Transaction.** We both agree that neither I nor IPV Advisors Pvt. Ltd. will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. We further acknowledge and agree that we each reserve the right, in our sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between us. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into by us (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.
- xi. **Warranty.** *ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.*
- xii. **Miscellaneous.** This Agreement constitutes the entire understanding between us and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the us against whom enforcement of such modification is sought. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable law to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. In the event of any differences arising between us with respect to this Agreement, the same shall be referred to arbitration as per the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The Arbitral Tribunal shall be composed of one (1) arbitrator to be appointed by the Parties mutually. The arbitration shall be held in Gurgaon, India and shall be conducted in the English language.



This Agreement will be governed by and construed in accordance with the laws of the Republic of India and subject to the arbitration, we hereby submit to the exclusive jurisdiction of the courts of Gurgaon, India. Any failure by either of us to enforce the other Party's strict performance of any provision of this Agreement will not

constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Although the restrictions contained in this Agreement are considered by us to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included. This Agreement is personal in nature, and I shall not directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of IPV Advisors Pvt. Ltd. The IPV Advisors Pvt. Ltd. shall be entitled to assign its rights or obligations under this Agreement without any approval from me. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to such Party at its address mentioned hereinabove

