

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made on **[Date]** (“**Effective Date**”) between:

1. **Guruvion**, a company incorporated under the laws of India, having its registered office at **512, Ocus Quantum, Ocus Quantum Internal Rd, Sector 51, Gurugram, Samaspur, Haryana 122018** (“**Guruvion**”); and
2. **[Client Legal Name]**, a **[type of entity]** having its registered office at **[Address]** (“**Client**”).

Guruvion and Client are each a “**Party**” and together the “**Parties**”.

1. Purpose

The Parties wish to share certain confidential information with each other for the purpose of **evaluating and/or performing a potential advisory engagement relating to due diligence, fundraising readiness, governance and related services** (“**Purpose**”).

2. Confidential Information

“**Confidential Information**” means all non-public information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally, in writing, electronically or otherwise, including but not limited to:

- financials, cap tables, business plans, customer and supplier data;
- internal policies, models, templates, methodologies;
- terms of any proposed or actual transactions; and
- any notes, analyses or materials derived from the above.

Confidential Information does **not** include information which the Receiving Party can demonstrate:

- a) is or becomes publicly available through no fault of the Receiving Party;
- b) was lawfully known to the Receiving Party prior to disclosure;
- c) is independently developed without use of the Confidential Information; or
- d) is lawfully received from a third party without restriction.

3. Obligations of the Receiving Party

The Receiving Party shall:

- use Confidential Information solely for the **Purpose**;
- restrict access to employees, directors, advisors or contractors who **need to know** and are bound by similar confidentiality obligations;

- not disclose Confidential Information to any other third party without prior written consent of the Disclosing Party; and
- use reasonable care (no less than it uses for its own similar information) to protect the Confidential Information.

4. Permitted Disclosures

The Receiving Party may disclose Confidential Information where required by law, regulation, court order or regulatory authority (including **RBI, NHB, SEBI or tax authorities**), provided that, where legally permitted, it gives prompt notice to the Disclosing Party so that the Disclosing Party may seek protective measures.

5. No Licence / No Advisory Reliance

Nothing in this Agreement grants any licence or other rights in any intellectual property of the Disclosing Party.

Neither Party is providing **legal, tax or investment advice** to the other under this Agreement. Any subsequent advisory engagement shall be governed by a separate written agreement.

6. Term and Return of Information

This Agreement commences on the Effective Date and continues for **[3] years** after the last disclosure of Confidential Information, unless superseded by a later NDA.

Upon written request, the Receiving Party shall promptly return or securely destroy the Disclosing Party's Confidential Information, except that one archival copy may be retained for legal and compliance purposes.

7. No Obligation to Proceed

Nothing in this Agreement obligates either Party to proceed with any transaction or engagement.

8. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The courts of **Gurgaon, Haryana** shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

9. Miscellaneous

- This Agreement is the entire agreement on confidentiality between the Parties and supersedes prior discussions on this subject.
- Any amendments must be in writing signed by both Parties.

Signed for and on behalf of [Guruvion Consulting Private Limited]

Name: _____

Title: _____

Date: _____

Signed for and on behalf of [Client Legal Name]

Name: _____

Title: _____

Date: _____