MUTUAL NON-DISCLOSURE AGREEMENT

Ref. VV/AG/NDA/2026/SAMPLE

This **Mutual Non-Disclosure Agreement** (the "**Agreement**") is made and entered into at Pune on this 1 April 2026 (the "**Execution Date**"),

BY AND BETWEEN

Alpha Sample Foods Private Limited, a company incorporated under the Companies Act, 2013, having its registered office / principal place of business at Plot 12, Sample Industrial Estate, Pune, Maharashtra 411001, represented by its Director, Asha Menon (hereinafter referred to as the "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

Beta Sample Distributors LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office / principal place of business at Office 4, Example Trade Centre, Nashik, Maharashtra 422001, represented by its Designated Partner, Rohan Kulkarni (hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

The First Party and the Second Party are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS:

A. The Parties wish to explore Evaluating a proposed supply and distribution partnership for packaged spices in western Maharashtra. (the "Purpose") and, in the course of doing so, each Party may disclose to the other certain information that is confidential and proprietary to it.

B. The Parties wish to record the terms on which such Confidential Information will be disclosed and to protect it from unauthorised use and disclosure.

C. The Parties acknowledge that the Confidential Information has been developed at considerable expense, is of significant commercial value, and that its unauthorised use or disclosure would cause serious harm to the Disclosing Party.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS AND INTERPRETATION

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In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the meanings assigned to them below:

1. "**Confidential Information**" means all information, in whatever form or medium (whether oral, written, electronic, visual or by demonstration), disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") before or after the Execution Date in connection with the Purpose, whether or not marked or identified as confidential, including Recipes and formulations, supplier pricing, customer lists, unreleased product plans and marketing budgets., business plans, financial information, pricing, costs, customer and supplier lists, product formulations, designs, drawings, specifications, source code, know-how, trade secrets, processes, marketing strategies, personnel information, and the existence and terms of this Agreement and of the discussions between the Parties, together with all notes, analyses, compilations and other materials that contain or reflect any of the foregoing;
2. "**Purpose**" means Evaluating a proposed supply and distribution partnership for packaged spices in western Maharashtra.;
3. "**Disclosing Party**" means the Party disclosing Confidential Information, and "Receiving Party" means the Party receiving it;
4. "**Representatives**" means, in relation to a Party, its Directors, partners, employees and professional advisers with a need to know who need to know the Confidential Information for the Purpose and who are bound by obligations of confidentiality no less onerous than those in this Agreement;
5. "**Trade Secrets**" means Confidential Information that derives independent economic value from not being generally known and that the Disclosing Party takes reasonable measures to keep secret, including formulations, recipes, algorithms, source code, manufacturing processes and customer pricing;
6. "**Disclosure Period**" means the period of 2 (two) years from the Effective Date during which Confidential Information may be disclosed under this Agreement;
7. "**Effective Date**" means 1 April 2026;
8. "**Agreement**" means this agreement, including its Recitals and Schedules, as amended from time to time in accordance with its terms;
9. "**Applicable Law**" means all laws, statutes, rules, regulations, notifications, orders and judgments of any governmental authority in India that apply to a Party or to the subject matter of this Agreement;
10. "**Business Day**" means a day other than a Saturday, Sunday or public holiday on which scheduled commercial banks are open for business in Pune;
11. "**Execution Date**" means the date first written above;

Words in the singular include the plural and vice versa; headings are for convenience only and do not affect interpretation; a reference to a statute includes any amendment or re-enactment of it; "including" means "including without limitation"; and any obligation not to do something includes an obligation not to allow that thing to be done.

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1. CONFIDENTIAL INFORMATION AND EXCLUSIONS

1.1 The obligations in this Agreement apply to all Confidential Information disclosed during the period of 2 (two) years from the Effective Date, whether disclosed before or after the Execution Date, and whether or not it is marked as confidential.

1.2 The obligations in this Agreement do not apply to information which the **Receiving Party** can demonstrate by contemporaneous written records:

a. is or becomes generally available to the public other than as a result of a breach of this Agreement by the **Receiving Party** or its Representatives;

b. was lawfully in the possession of the **Receiving Party** before its disclosure by the **Disclosing Party**, free of any obligation of confidence;

c. is lawfully obtained by the **Receiving Party** from a third party who is entitled to disclose it without restriction; or

d. is independently developed by the **Receiving Party** without reference to or use of the Confidential Information.

2. OBLIGATIONS OF THE RECEIVING PARTY

2.1 The **Receiving Party** shall:

a. keep the Confidential Information strictly confidential and hold it in trust for the Disclosing Party;

b. use the Confidential Information solely for the Purpose and not for its own benefit or the benefit of any third party;

c. not disclose the Confidential Information to any person other than its Representatives who need to know it for the Purpose;

d. protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care;

e. not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information or any product, prototype or sample embodying it; and

f. notify the **Disclosing Party** promptly on becoming aware of any unauthorised use or disclosure of the Confidential Information and co-operate with the **Disclosing Party** to prevent further unauthorised use.

3. PERMITTED AND COMPELLED DISCLOSURE

3.1 **Representatives.** The **Receiving Party** may disclose Confidential Information to its Representatives to the extent strictly necessary for the Purpose, provided that it has first informed them of the confidential nature of the information and of the terms of this Agreement, and the **Receiving Party** shall be liable for any act or omission of its Representatives which, if it were the act or omission of the **Receiving Party**, would be a breach of this Agreement.

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3.2 **Compelled disclosure.** If the **Receiving Party** is required by Applicable Law or by a court, tribunal or regulator to disclose Confidential Information, it shall (where lawful) give the **Disclosing Party** prompt written notice so that a protective order may be sought, co-operate at the **Disclosing Party**'s cost in resisting or narrowing the requirement, and disclose only what it is legally required to disclose.

4. OWNERSHIP, NO LICENCE AND NO WARRANTY

4.1 **Ownership.** All Confidential Information remains the property of the **Disclosing Party**. Nothing in this Agreement grants the **Receiving Party** any licence, right, title or interest in or to the Confidential Information or any intellectual property rights of the **Disclosing Party**, except the limited right to use it for the Purpose in accordance with this Agreement.

4.2 **No warranty; no obligation to proceed.** The **Disclosing Party** makes no representation or warranty as to the accuracy, completeness or fitness for purpose of the Confidential Information, save in the case of fraud; and nothing in this Agreement obliges either Party to disclose any particular information, to continue discussions or to enter into any further agreement, and either Party may end discussions at any time without liability.

5. TERM AND SURVIVAL

5.1 This Agreement commences on the Effective Date and, unless terminated earlier by either Party on 30 (thirty) days written notice to the other, continues for 2 (two) years.

5.2 Notwithstanding expiry or termination, the obligations of confidentiality and non-use in this Agreement shall continue in respect of all Confidential Information disclosed during the term for a further period of 3 (three) years from the date of expiry or termination, and, in respect of Trade Secrets, for so long as they remain trade secrets under Applicable Law.

6. RETURN AND DESTRUCTION

6.1 Within 15 (fifteen) days of the written request of the **Disclosing Party**, or of the expiry or termination of this Agreement, the **Receiving Party** shall return to the **Disclosing Party** or, at the **Disclosing Party**'s election, destroy all Confidential Information in tangible form (including all copies, extracts and Work Product) and permanently erase all Confidential Information held in electronic form.

6.2 The **Receiving Party** may retain one archival copy solely to the extent required by Applicable Law or its bona fide retention policy, and copies in routine back-ups that cannot reasonably be deleted, which remain subject to this Agreement for so long as they are retained.

7. REMEDIES

7.1 **Equitable relief.** Each Party acknowledges that a breach of its obligations of confidentiality or of restrictive covenants under this Agreement may cause the

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other Party irreparable harm for which monetary damages would not be an adequate remedy, and agrees that the other Party shall be entitled, in addition to any other remedy available at law or in equity, to seek injunctive relief and specific performance under the Specific Relief Act, 1963, without the necessity of proving actual damage or furnishing security.

7.2 **Indemnity for breach.** The **Receiving Party** shall be liable to the **Disclosing Party** for all loss and damage caused by any breach of this Agreement by the **Receiving Party** or its Representatives, in accordance with Applicable Law.

7.3 **Non-solicitation.** During the term of this Agreement and for a period of 12 (twelve) months after its termination or expiry, neither Party shall, directly or indirectly, without the prior written consent of the other Party, solicit or entice away, or attempt to solicit or entice away, from the other Party (a) any person who is, or was during the preceding twelve (12) months, an employee or consultant of the other Party engaged in connection with this Agreement, or (b) any customer or supplier of the other Party with whom that Party had material dealings in connection with this Agreement. General advertisements not specifically targeted at such persons shall not be a breach of this clause.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 **Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of India, and, to the extent applicable, the laws of the State of Maharashtra.

8.2 **Arbitration.** Any dispute not resolved as above shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended. The tribunal shall consist of a sole arbitrator appointed by mutual agreement of the Parties or, failing agreement within thirty (30) days of a request, in accordance with the Act. The seat and venue of arbitration shall be **Pune**, India; the language of the arbitration shall be English; and the award shall be final and binding on the Parties. The courts at the seat shall have exclusive jurisdiction over any application in relation to the arbitration.

9. NOTICES

9.1 Any notice or other communication under this Agreement shall be in writing, in English, and shall be delivered to the address of the receiving Party set out in the Schedule (or such other address as that Party may notify in writing), and shall be deemed received:

a. if delivered by hand or by courier, at the time of delivery against a written acknowledgement;

b. if sent by registered post or speed post with acknowledgement due, on the third (3rd) Business Day after posting; and

c. if sent by e-mail to the address set out in the Schedule (or last notified in writing), at the time of transmission, provided that no delivery-failure

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message is received and a copy is also dispatched by one of the foregoing modes within two (2) Business Days.

10. GENERAL PROVISIONS

10.1 **Entire agreement.** This Agreement, together with its Schedules, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, relating to that subject matter.

10.2 **Amendment.** No amendment of or addition to this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each Party.

10.3 **Waiver.** No failure or delay by a Party in exercising any right or remedy under this Agreement shall operate as a waiver of it, and no single or partial exercise of any right or remedy shall preclude any further exercise of it or of any other right or remedy.

10.4 **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be given effect to the maximum extent permitted by law and the remaining provisions shall continue in full force and effect; the Parties shall negotiate in good faith a valid replacement provision that achieves, as nearly as possible, the original commercial intent.

10.5 **Assignment.** Neither Party may assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, save that a Party may assign this Agreement to a successor to all or substantially all of its business on prior written notice.

10.6 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, and all of which together shall constitute one agreement. The Parties agree that this Agreement may be executed by electronic signature, and that an electronic record of it is valid and admissible in evidence, in accordance with the Information Technology Act, 2000 and the Bharatiya Sakshya Adhiniyam, 2023; a signature transmitted by e-mail in PDF form shall be treated as an original.

Stamp duty & notarisation. A non-disclosure agreement is an ordinary agreement for stamp purposes and attracts the fixed duty for a general agreement under Article 5 of the State schedule where it is executed (many States prescribe a small fixed amount; a few charge a higher amount for agreements above a monetary threshold). Execute it on stamp paper or an e-stamp certificate of that value, or have it franked, in the State of execution; where the Parties sign in different States, the higher of the two duties is the safer course. Notarisation is not required for validity. (Indian Stamp Act, 1899 (as adopted and amended by each State), Schedule I, Article 5 — Agreement or memorandum of an agreement — to be confirmed for the current schedule)

EXECUTION

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IN WITNESS WHEREOF the Parties hereto have set their respective hands to this Agreement on the day, month and year first hereinabove written, in the presence of the following witnesses:

For Alpha Sample Foods Private Limited
Asha Menon
Director
Date: _____ Place: _____

For Beta Sample Distributors LLP
Rohan Kulkarni
Designated Partner
Date: _____ Place: _____

Witness 1
Name: _____
Address: _____
Signature

Witness 2
Name: _____
Address: _____
Signature

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SCHEDULE A — PARTICULARS

The following particulars form part of the Agreement and prevail over the operative provisions to the extent of any inconsistency.

Particulars	Details
Nature of the NDA	Mutual — both Parties disclose and receive
Purpose	Evaluating a proposed supply and distribution partnership for packaged spices in western Maharashtra.
Effective Date	1 April 2026
Disclosure Period	2 year(s) from the Effective Date
Survival of confidentiality	3 year(s) after expiry / termination; Trade Secrets indefinitely
Governing law / seat	Maharashtra / Pune — arbitration, sole arbitrator

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Advocate review checklist

- Confirm the NDA should be mutual — a one-way form is shorter and stronger for the discloser.
- Check that the Purpose is described narrowly enough: the Receiving Party may use the information only for it.
- Check the survival period against the shelf-life of the information (trade secrets usually indefinite; commercial terms 2–5 years).
- Confirm the non-solicitation period (twelve months) is reasonable and enforceable for the Parties' sector.
- Confirm the constitution, identifiers and registered address of each Party against its incorporation / registration documents.
- Confirm the governing law, seat and the dispute-resolution mechanism suit the Parties' locations and the value of the transaction.
- Confirm the stamp duty and the mode of execution (stamp paper / e-stamp / franking) for the state of execution before signing.
- Have every signatory initial each page and sign in the presence of the two witnesses.

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