

## THIS NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

### BY and BETWEEN

**Fashion TV India Pvt. Ltd., (CIN: U92490MH2019PTC335250)** a company duly registered and incorporated under the provisions of the Companies Act, 2013; having its registered office at Level 7, G Block, BKC, Bandra East, Mumbai – 400051 through its authorised signatory hereinafter referred as "Fashion TV /FTV"/ **Disclosing Party** (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

### AND

\_\_\_\_\_ having address at \_\_\_\_\_ and bearing AADHAR CARD No: \_\_\_\_\_ (hereinafter referred to as the proposed “ **Architect/Second Party/ the Receiving Party**” which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its **include its legal heirs, executors, administrators and permitted assigns**) of the **SECOND PART**

### AND WHEREAS:

In this Agreement, hereinafter, the Franchisor and the Franchisee shall individually be referred to as “Party” and collectively as “Parties” as the context may so require.

### WHEREAS:-

- A. FTV is the sole and absolute owner and registered proprietor of the brand titled as “Fashion TV / FTV” (“brand”) and logo and operates the same in accordance with a fully owned distinctive system, plan, utilizing and comprising certain proprietary marks, registered trademarks, service marks, trade names and styles including distinctive logos and any copyrighted material, confidential information, standards, specifications, techniques, identifying schemes and materials, insignia, arrangement method and standard operational procedures and the FTV has expended substantial time, effort and money in the development and implementation of the same.
- B. The Architect is *inter alia* engaged in \_\_\_\_\_ Businesses.
- C. The Architect has understood the requirements of FTV and has expressed the wish to provide/deliver the Architectural services (“Professional services”) to FTV.
- D. Therefore, relying on the representations made by the Architect, FTV has decided to avail professional services from the Vendor on the basis of this Agreement (“said Purpose”).
- E. Pursuant to the above purpose, FTV shall disclose the information about the branding and other required information to the Architect as per the terms and conditions contained herein below.

**NOW THIS AGREEMENT BETWEEN THE PARTIES HERETO WITNESSES AS FOLLOWS:**

1. The second party agree that the confidential information as defined below:

**CONFIDENTIAL INFORMATION**” means all information disclosed (whether in writing, orally or by any other means and whether directly or indirectly) by Franchisor to the Franchisee whether before or after the Execution Date, including, but not limited to, information relating to Franchisor and its business plans, financial data, technical processes, research, product details, trade secrets, marketing strategies, client or employee information, software, documentation, and other proprietary materials, whether or not legally protected, which are considered valuable and confidential.

2. Therefore, the second party agrees to use it only for the purposes stated in this Agreement, and to hold such information in confidence and protect it from dissemination to and use by unauthorized persons.
3. In the absence of Disclosing Party’s written consent, the second Party of any confidential information shall not publish reproduce or disclose such information, directly or indirectly in whole or in part, to any third party, nor induce any unauthorized person to use any of the designated confidential information.
4. All confidential information received by the Receiving Party, whether orally or in writing, shall not be disclosed outside either organizations and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than as set forth herein. All confidential information so received shall remain the property of Disclosing Party and is subject to the restrictions contained in this Agreement.
5. It is agreed that the Receiving Party shall not incorporate any confidential information received from Disclosing Party into its products, either directly or indirectly. Also, the Receiving Party shall not attempt to reverse engineer any items received from Disclosing Party that contain Confidential hardware, firmware, or software, IPR rights and shall not incorporate such item, or information derived there from, in any manner whatever into Receiving or any other Party’s products.
6. It is agreed that the obligations with respect to the protection and handling of Confidential information, as set forth in this Agreement, are not applicable to Confidential information which:
  - a) becomes lawfully known or available to the parties from a source other than the parties;
  - b) is developed independently by the parties;
  - c) is within or later falls within the public domain without breach of this Agreement by the parties;
  - d) is publicly disclosed under written approval from the parties; or
  - e) is disclosed by the parties to others on a non-restricted basis.
  - f) is disclosed under operation of law.
7. No license hereto under any trademark, patent or copyright, or application for same, which are now or thereafter may be obtained by the Receiving Party from Disclosing Party, is either granted or implied by the conveying of confidential information to the Receiving Party from Disclosing Party hereto.
8. None of the Confidential Information disclosed by the Disclosing Party shall be considered a representation, warranty, or guarantee regarding non-infringement of any third-party rights, including trademarks, patents, copyrights, or privacy rights.

9. The Receiving Party shall not disclose Confidential Information to any third party, except to its authorized Representatives who need to know for the Purpose and are bound by confidentiality obligations similar to those in this Agreement, unless prior written consent is obtained from the Disclosing Party.
10. It is agreed that the Receiving Party shall maintain the Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own similar categories of confidential and proprietary information, but no less than a reasonable degree of care under the circumstances
11. It is specifically agreed that the Receiving Party shall not make any copies of Confidential Information received from Disclosing Party except as necessary for the Representatives with a need to know. Any copies that are made shall be identified as belonging of Disclosing Party and marked “confidential,” “proprietary,” or with similar legends.
12. It is expressly agreed that the Title or the right to possess Confidential Information as between the parties shall remain with Disclosing Party.
13. This Agreement shall commence from the date of execution and remain in effect until terminated by either party with written notice. The confidentiality obligations shall survive indefinitely. Upon termination, the Receiving Party shall promptly return or destroy all Confidential Information and confirm its destruction in writing.
14. It is agreed that the failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
15. The Parties agree that any breach of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party, entitling the Disclosing Party to injunctive relief or specific performance, without the need to post a bond, in addition to any other legal remedies.
16. It is expressly agreed that this Agreement shall be governed by the laws applicable in India only and shall be subject to the sole and exclusive jurisdiction of Courts within city of Mumbai only, exclusion to all other courts.
17. This Agreement may not be amended except in writing signed by a duly authorized representative of each party. Any other agreements between the parties including non-disclosure agreements shall not be affected by this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the Effective Date.

**FASHION TV INDIA PVT. LTD.**

**THE RECEIVING PARTY**

**Authorized Signatory**

**Authorized Signatory**