

## NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"),

### BY AND BETWEEN

FASHION TV INDIA PRIVATE LIMITED (CIN: U92490MH2019PTC335250) a company duly registered and incorporated under the provision of the Companies Act, 2013 and having its registered office at Level 7, G Block, BKC, Bandra East, Mumbai – 400051; hereinafter referred to as the "Disclosing Party" (which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors, and assignees) of the FIRST PART;

AND

\_\_\_\_\_, an Indian Inhabitant, aged about \_\_\_\_\_ years, having permanent address at \_\_\_\_\_ bearing PAN No.: \_\_\_\_\_ and AADHAR CARD No.: \_\_\_\_\_; hereinafter referred to as the "Receiving Party" (which expression shall unless repugnant to the context or meaning thereof mean and include its heirs, administrators and executors) of the SECOND PART.

The Disclosing Party and the Receiving Party are hereinafter individually referred to as "Party" and collectively as the "Parties"

### **1. PURPOSE:**

The Parties wish to engage in discussions and negotiations in relation to the Franchise Business ("Purpose"). In connection with the Purpose, each Party may disclose certain confidential and proprietary information to the other.

### **2. DEFINITION OF CONFIDENTIAL INFORMATION:**

"Confidential Information" shall mean all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether oral, written, electronic, or in any other form, including but not limited

to business information, financial data, technical information, correspondence, strategies, negotiations and any other information market or reasonably understood to be confidential.

### **3. OBLIGATIONS OF RECEIVING PARTY:**

The Receiving Party shall:

- 3.1. Keep the Confidential Information strictly confidential,
- 3.2. Use the Confidential Information solely for the Purpose,
- 3.3. Not disclose the Confidential Information to any third party without prior written consent of the Disclosing Party, except to its directors, officers, employees, or professional advisors on a need-to-know basis,
- 3.4. Take reasonable measures to protect the confidentiality of the confidential information.

### **4. EXCLUSIONS:**

Confidential Information shall not include information which:

- 4.1. Is or becomes publicly available without breach of this Agreement,
- 4.2. Was lawfully known to the Receiving Party prior to disclosure,
- 4.3. Is lawfully received from a third party without breach of any obligation,
- 4.4. Is independently developed by the Receiving Party without reference to the confidential Information.

### **5. DISCLOSURE REQUIRED BY LAW:**

If the Receiving Party is required to disclose confidential Information by law or court order, it shall, to the extent permitted, give prompt written notice to the Disclosing Party to allow it to seek appropriate protective measures.

### **6. NO LICENSE OR TRANSFER OF RIGHTS:**

Nothing in this Agreement shall be construed as granting or any license or rights in the confidential Information, except for the limited right to use it for the Purpose.

### **7. TERM AND SURVIVAL:**

This Agreement shall remain in force from the date of signing of the Letter of Confirmation ("LOC") and the term of the subsequent execution of the Long Form Agreement ("LFA") and any renewal term hereof.

**8. RETURN OR DESTRUCTION:**

Upon written request or completion of the Purpose, the Receiving Party shall promptly return or destroy all confidential information, including copies and certify such destruction if requested.

**9. REMEDIES:**

The Parties agree that any breach of this Agreement may cause irreparable harm, and the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available under law.

**10. GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction.

**11. MISCELLANEOUS:**

- i. This Agreement constitutes the entire understanding between the Parties regarding the subject matter.
- ii. Any amendment must be in writing and signed by both Parties.
- iii. If any provision is held invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on Effective Date first written above.

ACCEPTED AND AGREED TO:

DISCLOSING PARTY

RECEIVING PARTY

FASHION TV INDIA PVT. LTD.

Authorized Signatory