

VarshaKrishi Udhog Private Limited

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MUTUAL NON-DISCLOSURE AGREEMENT

Protection of Confidential Information Exchanged Between the Parties

Reference: VK-NDA-2026-REV1 | April 2026

This Mutual Non-Disclosure Agreement ("NDA" or "Agreement") is entered into between VarshaKrishi Udhog Private Limited, a company incorporated in India with CIN U01113UW2026PTC250001 ("VarshaKrishi"), and the party identified in the execution block below ("Counterparty," and together with VarshaKrishi, the "Parties"). This NDA governs the disclosure and protection of Confidential Information in connection with the Parties' evaluation of a potential or actual business relationship relating to agricultural IoT monitoring technology.

CLAUSE 1 — DEFINITIONS

1.1 Confidential Information

"Confidential Information" means all non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether before or after the date of this NDA, in any form or medium, that: (a) is designated as confidential at the time of disclosure; (b) is of a nature that a reasonable person would understand it to be confidential in the circumstances of disclosure; or (c) relates to any of the following categories (whether designated or not):

- Business plans, strategies, financial projections, pricing models, and commercial terms
- Technical designs, hardware schematics, PCB layouts, firmware code, algorithms, and engineering know-how
- Product roadmaps, development plans, and unreleased product specifications
- Customer lists, supplier lists, and vendor relationships
- Research data, experimental datasets, and academic research in progress
- Personnel information, compensation structures, and organizational charts
- Investment and fundraising information, cap table details, and investor identities
- All information disclosed in meetings, calls, emails, demonstrations, and site visits

1.2 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate: (a) was already in the public domain at the time of disclosure; (b) subsequently became publicly known through no act or omission of the Receiving Party; (c) was already lawfully in the Receiving Party's possession prior to disclosure, as evidenced by contemporaneous written records; (d) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, as evidenced by written development records; or (e) was lawfully received from a third party under no obligation of confidentiality.

CLAUSE 2 — OBLIGATIONS

2.1 Non-Disclosure

Each Receiving Party shall: (a) hold all Confidential Information in strict confidence; (b) not disclose any Confidential Information to any third party without the Disclosing Party's prior written consent; (c) use Confidential Information solely for the Purpose defined in Clause 3.1; and (d) protect Confidential Information using at least the same degree of care as it applies to its own most sensitive confidential information, but in no event less than reasonable care.

2.2 Authorized Disclosures

Each Receiving Party may disclose Confidential Information on a strict need-to-know basis to its employees, directors, authorized contractors, legal advisors, and financial advisors, provided that: (a) such persons are informed of the confidential nature of the information; and (b) such persons are bound by written confidentiality obligations at least as stringent as those in this NDA. Each party remains responsible for compliance by its authorized disclosees.

2.3 Compelled Disclosure

If the Receiving Party is compelled by law, court order, or regulatory authority to disclose any Confidential Information, it shall: (a) promptly notify the Disclosing Party in writing, if legally permissible; (b) cooperate with the Disclosing Party in seeking a protective order or other remedy; and (c) disclose only the minimum amount of Confidential Information legally required.

2.4 Security Measures

Each party shall implement and maintain appropriate technical and organizational measures to prevent unauthorized access to, or disclosure of, the other party's Confidential Information, including password-protected storage, restricted access controls, and encrypted transmission of digital Confidential Information.

CLAUSE 3 — PURPOSE & PERMITTED USE

3.1 Purpose

Confidential Information may be used solely for the following purpose: evaluating, negotiating, planning, and executing a potential or actual commercial engagement between the Parties relating to VarshaKrishi's agricultural IoT monitoring products and services ("Purpose"). No other use is permitted.

3.2 No License

Nothing in this NDA grants either party any license, right, or interest in any Intellectual Property of the other party. No right to use any trademark, trade name, or logo of the other party is granted.

3.3 No Obligation to Proceed

This NDA does not obligate either party to enter into any further agreement, disclose any particular information, or proceed with any transaction. Either party may discontinue discussions at any time without liability.

CLAUSE 4 — TERM

4.1 Duration of NDA

This NDA shall remain in force for three (3) years from the date of last execution ("NDA Term").

4.2 Survival of Obligations

Confidentiality obligations with respect to Confidential Information disclosed during the NDA Term shall survive expiry or termination of this NDA for a further period of five (5) years from the date of disclosure of the relevant information.

CLAUSE 5 — RETURN & DESTRUCTION

Upon written request by the Disclosing Party, or upon expiry or termination of this NDA, the Receiving Party shall promptly: (a) return all tangible materials containing Confidential Information; and (b) permanently delete or destroy all digital copies of Confidential Information from its systems, and certify such deletion in writing within ten (10) business days. Notwithstanding the above, the Receiving Party may retain archival copies as required by Applicable Law, provided such copies remain subject to the confidentiality obligations herein.

CLAUSE 6 — REMEDIES

The Receiving Party acknowledges that unauthorized disclosure of Confidential Information would cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive or other equitable relief without the requirement of posting any bond or proving actual damages, in addition to all other remedies available at law. Nothing in this Clause limits any other right or remedy of the Disclosing Party.

CLAUSE 7 — GENERAL PROVISIONS

This NDA is governed by the laws of India. The courts of Gautam Buddha Nagar (Noida), Uttar Pradesh shall have exclusive jurisdiction. This NDA constitutes the entire agreement between the parties with respect to confidentiality and supersedes all prior verbal or written confidentiality understandings. Amendments require written countersignature by both parties. If any provision is unenforceable, the remainder continues in full force.

EXECUTION

VARSHAKRISHI UDHYOG PRIVATE LIMITED	COUNTERPARTY
<p>Authorised Signatory CIN: U01113UW2026PTC250001</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p>	<p>Authorised Signatory [Legal Name, Registration No.]</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Date: _____</p>