

# NON-DISCLOSURE AGREEMENT

Confidentiality & IP · Governed by Indian Contract Act, 1872 · IT Act, 2000

## PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of 14 August 2026 by and between:

First Party: Meridian Foods Private Limited, a legal entity registered in India, having its principal place of business at 4th Floor, Symphony Tower, Baner Road, Pune 411045, Maharashtra, bearing PAN / CIN U15490PN2019PTC186420.

Second Party: Northline Logistics Private Limited, a legal entity registered in India, having its principal place of business at 221, Kalpataru Square, Andheri East, Mumbai 400059, Maharashtra, bearing PAN / CIN U63030MH2021PTC361177.

Each party may disclose Confidential Information to the other under this Agreement. Accordingly, each party is a "Disclosing Party" in respect of the information it discloses and a "Receiving Party" in respect of the information it receives.

## RECITALS

WHEREAS, the Disclosing Party possesses certain confidential, proprietary, and sensitive business and technical information and is willing to disclose such information to the Receiving Party solely for the purpose of evaluating a cold-chain distribution arrangement for packaged foods across western India (the "Permitted Purpose");

AND WHEREAS, the Receiving Party desires to receive and use such confidential information strictly for the Permitted Purpose and agrees to maintain the confidentiality thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## TERMS AND CONDITIONS

- Definition of Confidential Information.** "Confidential Information" means any and all technical, commercial, financial, strategic, or operational information, trade secrets, know-how, data, formulas, product plans, customer lists, business strategies, or other proprietary information disclosed by the Disclosing Party to the Receiving Party, whether in oral, written, graphic, or electronic form, which is designated as confidential or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Specimen only. Fictional parties. Not for execution.

2. **Obligations of the Receiving Party.** The Receiving Party agrees to: (a) hold the Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information (but in no event less than reasonable care); (b) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use the Confidential Information solely for the Permitted Purpose; and (d) limit access to the Confidential Information to those employees, officers, directors, or professional advisors who have a need to know and who are bound by confidentiality obligations at least as protective as those set forth herein.

2A. **Permitted Recipients.** Notwithstanding Clause 2(b), the Receiving Party may disclose Confidential Information to the following, provided each is bound by confidentiality obligations at least as protective as those in this Agreement and the Receiving Party remains liable for their acts and omissions: directors, employees and professional advisers who need the information for the Purpose and are bound by equivalent confidentiality obligations.

3. **Exclusions.** The obligations under this Agreement shall not apply to information that: (a) is or becomes publicly known other than through any act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Nothing in this Agreement prevents a disclosure required by law, by a court of competent jurisdiction or by a regulatory authority, provided the Receiving Party gives the Disclosing Party prompt written notice (to the extent lawfully permitted) so that the Disclosing Party may seek protective relief.
4. **Term.** This Agreement shall remain in full force and effect for a period of 3 years from the Effective Date, unless earlier terminated by mutual written consent. Notwithstanding the foregoing, obligations with respect to trade secrets shall survive indefinitely, and the obligations of confidentiality in Clause 2 shall survive the expiry or termination of this Agreement for a further period of 5 years.
5. **Return or Destruction.** Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information (including all copies, extracts, and summaries thereof) and certify such destruction in writing.
6. **No License.** Nothing in this Agreement grants any licence, right, title, or interest in or to any Confidential Information, intellectual property, or any other proprietary right of the Disclosing Party.
7. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra, India. The parties shall first attempt to resolve disputes through good-faith negotiations for a period of thirty (30) days.
8. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings.

## EXECUTION

IN WITNESS WHEREOF, the authorised representatives of both parties have executed this Non-Disclosure Agreement as of the date first written above.

For Meridian Foods Private Limited

For Northline Logistics Private Limited

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SIGNATURES

Place of Execution:

Date of Execution:

DISCLOSING PARTY

Signature:

Full Name:

Designation:

PAN / CIN:

Date:

RECEIVING PARTY

Signature:

Full Name:

Designation:

PAN / CIN:

Date:

Stamp / official seal

WITNESSES recommended — assists proof of due execution

WITNESS 1

Signature:

Name:

Address:

WITNESS 2

Signature:

Name:

Address:

BEFORE YOU SIGN — STAMP DUTY

This is an instrument chargeable with stamp duty under the Indian Stamp Act, 1899 as adapted by your State. Under Section 35 of that Act, an instrument chargeable with duty which is not duly stamped is INADMISSIBLE IN EVIDENCE and cannot be acted upon — meaning a court may refuse to look at this agreement in the very dispute you signed it to protect against. Execute it on non-judicial stamp paper of the value prescribed by your State, or pay the duty electronically (e-stamp / franking), BEFORE the parties sign. Rates differ by State and by subject matter — confirm the rate applicable where this is executed.

Drafted with VidhiAi — an AI-assisted draft, not legal advice. Have it reviewed by a qualified legal professional before execution.

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