

METEOR

VENTURE

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality & Non-Disclosure Agreement ("Agreement") dated **1 March 2026** ("Effective Date") is entered into with **Meteor Venture**, a firm with an address at WeWork, BlueOne Square, Udyog Vihar Phase 4 Rd, Gurugram, Haryana 122016 ("Disclosing Parties"), which expression shall unless repugnant to the context and meaning thereof, include its successors, administrators, representatives and permitted assigns and **Synergy – The Corporate Society of Shaheed Sukhdev College of Business Studies** with address at **PSP Area IV, Dr. K.N. Katju Marg, Sector 16, Rohini, New Delhi, Delhi-110089** and **Next Horizon Consulting** with address at **Rajpura, Kalyan Vihar, New Delhi - 110007** ("Receiving Party"), which expression shall unless repugnant to the context and meaning thereof, include its successors, administrators, representatives and permitted assigns.

(Each of the Disclosing Party and the Receiving Party shall be collectively referred to as "**Parties**" and individually referred to as "**Party**").

1. Disclosure of Confidential Information

The Disclosing Party may disclose to the Receiving Party, either orally or in any recorded medium, information comprising or relating to its: techniques; contracts; financial information; business plans; business ideas; potential clients; client data; business affairs; operations; employee data; pricing; service proposals; methods of operations; procedures; products and/or services ("**Confidential Information**"). Confidential Information shall include all non-public information furnished as above, disclosed or transmitted regardless of form.

2. Confidentiality

Receiving Party will use the Confidential Information solely in furtherance of the actual or potential business relationship between the Parties. Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. Receiving Party shall ensure that access to Confidential Information is granted only to those of its employees or agents or advisors or authorized representatives or investors of any fund managed/advised by the Receiving Party ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Receiving Party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Receiving Party and its Representatives shall not disclose to any person (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the Parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

The obligations contained in this Section will not apply to the extent that Receiving Party can demonstrate that the Confidential Information: (a) is part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) is rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) is independently developed by Receiving Party or its Representatives without reference to the Confidential Information; (d) is received by Receiving Party or its Representatives from a third party who, to the best of the knowledge of Receiving Party or its Representatives, was not in violation of a duty of confidentiality; or

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(e) is required to be disclosed by any applicable laws or a government agency or by any court/tribunal/regulatory authority of competent jurisdiction; provided, however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information

which it has been advised by written opinion of counsel is legally required to be disclosed.

3. Ownership of Materials/No Warranty

Disclosing Party retains all rights, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Disclosing Party is either granted or implied by the disclosure of Confidential Information. Confidential Information is provided "as is" with all faults. Disclosing Party shall make its best efforts to share such accurate and complete information or documents as requested by Receiving Party to evaluate the actual or potential business relationship.

4. Term

This Agreement shall terminate ten (10) years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after termination of this Agreement.

5. Return of Confidential Information

Upon written request of Disclosing Party, Receiving Party and its Representatives shall promptly return to Disclosing Party all copies of Confidential Information in its possession including, without limitation, all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential Information. Receiving Party shall certify in writing that it and its Representatives have returned all such information to Disclosing Party. Notwithstanding the above, Receiving Party may, with prior consent of Disclosing Party, retain one copy of the Confidential Information and this Agreement for the purpose of internal monitoring and compliance.

6. General

- a) This Agreement shall be governed by and construed in accordance with the laws of Republic of India without regard to its conflicts of law provisions.
- b) Receiving Party agrees that the breach of the provisions of this Agreement by Receiving Party will cause Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Disclosing Party will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity.
- c) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties.
- d) No term or provision hereof will be considered waived by either Party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching Party. No consent to, or waiver of, a breach by a Party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.
- e) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- f) This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

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7. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India. The Parties hereby consent to submit to exclusive jurisdiction of the courts of Gurgaon for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.

8. Assignment

Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. No Agency

Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.

Accepted and agreed as of the date first above written by the following authorized Party representatives:

Meteor Venture

Name: Mr. Arpit Chundawat

Title: Founding Partner

Signed:



And receiving party

Name: Mr. Kabir Upneja

Title: Coordinator

Signed:

