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## Mutual Non-Disclosure Agreement

— BEFORE ANY PACT, THIS SEAL —

DOCUMENT №	EFFECTIVE DATE	JURISDICTION
VKT-NDA-2026/_____	_____	MUMBAI · IN



*A word, once given, is heavier than the page that carries it.  
Before either party speaks of the work to come, both shall first sign this seal.*



— THE STUDIO	— THE FOUNDER ("YOU")
<b>SPYP SYSTEMS PVT LTD</b> (Operating the <i>Vakht</i> studio) Andheri, Mumbai, Maharashtra, India CIN: U62011MH2025PTC459530 Email: spypsystems@gmail.com Telephone: +91 99877 89437	 Legal Name / Entity: _____ Address: _____ Entity Registration: _____ Email: _____ Telephone: _____

### I. DEFINITIONS

**"Confidential Information"** means any non-public information, oral or written, disclosed by either party to the other in connection with evaluating, scoping, or executing a software development engagement — including but not limited to: product concepts, designs, wireframes, source code, business plans, financial information, customer lists, technical specifications, and any other information marked or reasonably understood to be confidential.

**"Disclosing Party"** means the party disclosing Confidential Information. **"Receiving Party"** means the party receiving it. Both parties may act as either role under this Agreement.

## II. MUTUAL OBLIGATIONS

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1. Each Receiving Party shall hold the Confidential Information in strict confidence and shall use it solely for the purpose of evaluating and performing the proposed engagement.
2. Neither party shall disclose Confidential Information to any third party without prior written consent of the Disclosing Party, except as permitted under Section III below.
3. Each party shall apply at least the same degree of care to protect the Confidential Information that it applies to its own confidential information, and in no event less than reasonable care.

## III. PERMITTED DISCLOSURES

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The Receiving Party may disclose Confidential Information to its employees, contractors, and professional advisors who: (a) have a strict *need to know* for the stated purpose; (b) are bound by written confidentiality obligations no less restrictive than those herein; and (c) are made aware of the confidential nature of the information.

Disclosure compelled by law or court order is permitted, *provided* the Receiving Party gives the Disclosing Party prompt written notice and reasonable opportunity to seek a protective order.

## IV. PROHIBITED ACTS

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1. No reverse engineering, decompilation, or attempt to derive trade secrets from any received materials.
2. No use of the other party's name, logo, or project details in any marketing, portfolio, social media, or pitch material without separate written consent.
3. No solicitation of the other party's employees or contractors during the term of this Agreement and for twelve (12) months thereafter.
4. No retention of Confidential Information beyond the term, except as legally required.

## V. NO OWNERSHIP TRANSFER

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Nothing in this Agreement transfers, assigns, or grants any license to any intellectual property, patents, copyrights, or trade secrets between the parties. All Confidential Information remains the sole property of the Disclosing Party. Any work product created under a subsequent engagement shall be governed by a separate Master Services Agreement.

*For the avoidance of doubt: a Founder's idea, concept, wireframe, or code disclosed to the Studio remains entirely the Founder's. This Agreement creates no co-ownership, no licence-back, and no residual rights in favour of the Studio.*

## VI. TERM & TERMINATION

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This Agreement is effective on the Effective Date set forth above and shall continue for three (3) years thereafter, *provided* that the confidentiality obligations herein shall survive any termination and continue for so long as the Confidential Information remains non-public.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice, without prejudice to the surviving confidentiality obligations.

## VII. RETURN & DESTRUCTION

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Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall: (a) return all originals and copies of Confidential Information in tangible form; (b) permanently delete all electronic copies (including from backups where technically feasible); and (c) provide written certification of compliance, signed by an authorised representative.

## VIII. REMEDIES

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The parties acknowledge that monetary damages may be inadequate to compensate for breach of this Agreement, and the non-breaching party shall be entitled to seek *injunctive relief* in addition to any other remedies at law or equity, without the necessity of posting bond. The prevailing party shall be entitled to recover reasonable legal fees and costs.

## IX. GOVERNING LAW & JURISDICTION

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This Agreement shall be governed by and construed in accordance with the laws of **India**, including the *Indian Contract Act, 1872*. The parties submit to the *exclusive* jurisdiction of the competent courts at **Mumbai, Maharashtra**. For Counterparties outside India, this clause survives any conflict-of-laws analysis.

## X. ENTIRE AGREEMENT · COUNTERPARTS

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This Agreement constitutes the entire understanding between the parties on its subject matter and supersedes all prior or contemporaneous communications. It may be executed in counterparts and by electronic signature (DocuSign, Adobe Sign, or comparable), each of which shall be deemed an original.

If any provision is found unenforceable, the remainder shall continue in full force, and the unenforceable provision shall be reformed to the minimum extent necessary to make it enforceable.

### ★ SIGNED & SEALED ★

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— FOR SPYP SYSTEMS PVT LTD  
(OPERATING VAKHT)

----- · Director  
AUTHORISED SIGNATURE

\_\_\_\_\_  
DATE

— FOR THE FOUNDER

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NAME & TITLE

\_\_\_\_\_  
DATE

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