APEXVECTOR GLOBAL TECHNOLOGIES PRIVATE LIMITED

STANDARD MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT (MNDA)

Registered HQ: Suite 402, Level 4, Cyber Gateway Phase II, HITEC City, Madhapur, Hyderabad 500081, TG, India
CIN: U72900TG2020PTC144820 | GSTIN: 36AAGCA8821R1ZX | MSME: UDYAM-TS-02-0048192 | Legal: support@apexvectorglobal.com

DOCUMENT ID: AV-LEGAL-MNDA-2026-V4 | CLASSIFICATION: BILATERAL STANDARD | JURISDICTION: COMMERCIAL

This Mutual Non-Disclosure Agreement ('Agreement') is entered into by and between ApexVector Global Technologies Private Limited ('ApexVector Global') and the undersigning Enterprise Client or prospective partner ('Counterparty'), collectively referred to as the 'Parties' and individually as a 'Party'.

1. PURPOSE OF ENGAGEMENT

The Parties wish to explore and evaluate a potential enterprise software engineering, SaaS architecture, ERP/SAP S/4HANA implementation, cloud infrastructure, or artificial intelligence engagement ('Engagement'). In connection with the Engagement, each Party ('Disclosing Party') may disclose certain proprietary and confidential information to the other Party ('Receiving Party').

2. DEFINITION OF CONFIDENTIAL INFORMATION

'Confidential Information' means all non-public technical, architectural, financial, and business information disclosed by either Party, whether orally, visually, or in writing, including without limitation: source code, system architectures, database schemas, API specifications, security controls, product roadmaps, customer lists, pricing models, RFP documents, and trade secrets.

3. OBLIGATIONS OF THE RECEIVING PARTY

(a) Strict Confidentiality: The Receiving Party shall hold all Confidential Information in strict confidence using at least the same degree of care it uses to protect its own proprietary assets, and never less than reasonable enterprise security care (including AES-256 encryption at rest and TLS 1.3 in transit).

(b) Need-to-Know Access: Access shall be restricted strictly to full-time engineers, architects, officers, and legal advisors who require such access for the Engagement and are bound by written confidentiality obligations no less protective than this Agreement.

(c) Non-Exploitation: Neither Party shall copy, reverse-engineer, decompile, disassemble, or use the Disclosing Party's Confidential Information for any purpose outside the scope of evaluating or performing the Engagement.

4. STATUTORY EXCLUSIONS

Confidentiality obligations shall not apply to information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was rightfully in the Receiving Party's possession prior to disclosure; (iii) is independently developed without reference to the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by judicial or regulatory order, provided prompt prior written notice is given.

5. INTELLECTUAL PROPERTY & 100% CLIENT OWNERSHIP GUARANTEE

All Confidential Information remains the sole property of the Disclosing Party. Nothing in this Agreement grants any license or right under any patent, trademark, or copyright. Where the Parties proceed to a Statement of Work (SOW) or Master Services Agreement (MSA), 100% of custom source code, repositories, and deliverables created for the Client are assigned to the Client under 'Work Made for Hire' IP transfer.

6. TERM, DATA RETURN & SECURE DESTRUCTION

This Agreement remains in effect for three (3) years from the date of execution, while protection of trade secrets and production source code survives in perpetuity. Within seven (7) business days of written request, the Receiving Party shall return or cryptographically purge all Confidential Information and provide written certification of destruction.

7. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of India (or the mutually agreed neutral arbitration venue in London, Delaware, Singapore, or Dubai specified in an accompanying MSA/SOW). Any breach of confidentiality entitles the Disclosing Party to seek immediate injunctive relief in addition to legal remedies.

FOR APEXVECTOR GLOBAL TECHNOLOGIES PVT. LTD.

Authorized Signatory: _____

Name: Prashanth Venkatesh

Title: Managing Director & Principal Architect

Date / Seal: _____

Official Legal Desk: support@apexvectorglobal.com

FOR CLIENT / COUNTERPARTY ORGANIZATION

Authorized Signatory: _____

Name: _____

Title & Company: _____

Date / Seal: _____

Return signed copy to: support@apexvectorglobal.com