

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into as of the date of last signature below (the “Effective Date”), between:

- Mustlayer, represented by Akbar Dippty (“Mustlayer”), and
- _____, having its registered office at _____ (the “Company”),

each a “Party” and together the “Parties”.

1. Purpose

The Parties wish to exchange certain confidential information so that Mustlayer can evaluate, audit, and reconcile the Company’s marketplace and quick-commerce settlement, payout, and transaction data (including reports from platforms such as Blinkit, Zepto, Swiggy Instamart, and others) and present findings and recovery opportunities to the Company (the “Purpose”).

2. Confidential Information

“Confidential Information” means any non-public information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with the Purpose, whether in written, electronic, oral, or other form, including without limitation: settlement and payout reports, sales and order data, commission and rate-card terms, invoices, credit/debit notes, financial figures, business plans, and the findings, reports, and methodologies produced under the Purpose.

3. Obligations of the Receiving Party

The Receiving Party shall:

- use Confidential Information solely for the Purpose and for no other purpose;
- not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent, except to employees, contractors, or advisors who need it for the Purpose and are bound by confidentiality obligations no less protective than this Agreement;
- protect Confidential Information using at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care, including appropriate technical safeguards such as encrypted storage and access controls;
- not use Confidential Information to train, fine-tune, or improve any product or model for the benefit of any other customer, or share it across customer accounts in any form;
- promptly notify the Disclosing Party of any unauthorised access, use, or disclosure of which it becomes aware.

4. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party before disclosure; (c) is lawfully received from a third party without restriction; (d) is independently developed without use of the Disclosing Party’s Confidential Information; or (e) is required to be disclosed by law or a competent authority, provided the Receiving Party gives the Disclosing Party prompt notice (where legally permitted) and discloses only what is required.

5. Return or Destruction of Data

Upon the Disclosing Party’s written request, or upon completion or termination of the Purpose, the Receiving Party shall, within seven (7) days, return or permanently delete all Confidential Information in its possession, including copies held on cloud infrastructure, and confirm such deletion in writing if requested. One archival copy may be retained solely where required by law.

6. No Licence; No Obligation

All Confidential Information remains the property of the Disclosing Party. No licence or other right is granted under this Agreement except the limited right to use Confidential Information for the Purpose. Nothing in this Agreement obliges either Party to proceed with any further transaction or engagement.

7. Term

This Agreement is effective from the Effective Date and the confidentiality obligations shall continue for a period of two (2) years from the date of last disclosure, save that obligations relating to financial and settlement data shall survive until such information is returned or destroyed under Clause 5.

8. Remedies

Each Party acknowledges that unauthorised disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate, and the Disclosing Party shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at _____, India shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

10. General

This Agreement constitutes the entire understanding between the Parties regarding confidentiality for the Purpose and supersedes prior discussions on the subject. It may be amended only in writing signed by both Parties, may be executed in counterparts (including scanned or electronic signatures), and if any provision is held unenforceable, the remainder shall continue in full force.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates below.

For Mustlayer

For the Company

Name: Akbar Dippty
Title: Founder
Date: _____

Name: _____
Title: _____
Date: _____