Confidentiality and Non-Disclosure Undertaking

Date:

To,
C3/406, Anushruti Tower,
Nr. Muktidham Derasar,
S. G. Highway, Thaltej,
Ahmedabad - 380059, Gujarat

Subject: Declaration for Confidentiality, Non-Disclosure, and Prohibition on Insider Trading

Dear Sir / Ma'am,

I, _____(Name), Son/Daughter/Wife of _____, presently associated with H.S. Mehta & Associates (hereinafter referred to as the "Firm"), do hereby solemnly undertake, confirm, and agree as follows:

1. ACKNOWLEDGEMENT OF ACCESS TO CONFIDENTIAL INFORMATION

I acknowledge that by virtue of my engagement with the Firm and associated firms, I have been and may continue to be granted access to sensitive, proprietary, and confidential information of the Firm and its clients, including but not limited to:

- Client identities, engagement details, correspondence and files;
- Financial data, statutory records and internal financial information of the Client of the firm and associated firms;
- Financial data, records and internal financial information of the firm and associated firms;
- Regulatory filings, compliance reports, secretarial audit working papers and legal advice;
- Internal processes, templates, methodologies and formats of the Firm and associated firms;
- Personnel related records in the drive;
- Any other information that the Firm and associated firms designate as confidential or that is confidential by its nature.

2. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

I further acknowledge that the Firm, in the course of its Company Secretarial practice, regularly handles Unpublished Price Sensitive Information ("UPSI") of listed companies and their securities. I understand that UPSI includes:

- Undisclosed financial results, earnings, dividends, or projections;
- Proposed mergers, acquisitions, restructuring, or changes in capital structure;
- Changes in Key Managerial Personnel, Directors, or Auditors;
- Proposed listing, delisting, or suspension of securities;
- Any other information as defined under the SEBI (Prohibition of Insider Trading) Regulations, 2015.

3. MY UNDERTAKINGS

In light of the above, I hereby unconditionally undertake and agree that:

(a) Non-Disclosure

- I shall hold all Confidential Information and UPSI in strict confidence and shall not disclose, share, transmit, publish, or communicate the same to any person, entity, or third party without the prior written approval of the Firm;
- I shall not discuss any Confidential Information or UPSI on social media platforms, personal communications, public forums, or any unsecured channel.

(b) Restricted Use

- I shall use Confidential Information and UPSI solely for the purposes of my assigned work at the Firm, and for no other purpose whatsoever;
- I shall not copy, download, or transfer any Confidential Information to personal devices, personal email, personal cloud storage, or external storage media;
- I shall work only on Firm-authorised systems and shall comply with all IT security and data governance policies of the Firm.

(c) UPSI — No Insider Trading

- I shall not, directly or indirectly, deal in, buy, sell, or subscribe to securities of any company in respect of which I have or have had access to UPSI, until such information becomes generally available to the public;
- I shall not tip off, advise, or communicate UPSI to any other person, including family members, friends, or associates, who may trade on such information;
- I understand that the Firm may report any suspected violation to SEBI or other regulatory authorities without prior notice to me.

(d) Firm Data

- I shall not use any data, files, client information, or work product of the Firm for any purpose outside the scope of my engagement — including for academic submissions, personal portfolios, publications, external research — without the Firm's express written consent;
- I acknowledge that all work product created by me during the course of my engagement is the exclusive intellectual property of the Firm.

4. OBLIGATIONS AFTER MY ENGAGEMENT ENDS

I understand and agree that my obligations of confidentiality shall continue even after the end of my engagement with the Firm:

- I shall maintain confidentiality of all Confidential Information even after my engagement ends;
- With respect to UPSI and trade secrets, my obligation of confidentiality shall be indefinite and without any time limit;
- On my last working day, I shall return all documents, files, devices, and materials belonging to the Firm or containing any Confidential Information, and shall permanently delete all such information from any personal device or storage;
- I shall not solicit or approach any client of the Firm for personal commercial gain either during my engagement or after my engagement with the firm ends;

5. CONSEQUENCES OF BREACH

I understand that any breach of this undertaking:

- May result in immediate termination of my engagement;
- In the case of UPSI-related violations, may attract prosecution under the SEBI (Prohibition of Insider Trading) Regulations, 2015, the SEBI Act, 1992, and such other applicable laws;
- May be reported by the Firm to SEBI, ICSI, or any other competent authority, at the Firm's sole discretion.
- Shall entitle the Firm to initiate civil and/or criminal proceedings against me, seek injunctive relief, and recover damages;

I additionally confirm that I shall not reference, use, or disclose any information relating to the Firm's clients in any submission, dissertation, project, presentation, or publication, in any identifiable form, without the Firm's express written approval.

I confirm that I have read, understood, and voluntarily agree to be bound by all the obligations set out in this undertaking. I have had the opportunity to seek clarification from the Firm before signing.

Yours faithfully,

_____
Name :
Date:
Place:

RECEIVED AND ACCEPTED ON BEHALF OF MEHTA & PARTNERS LLP

_____
Designated Partner