VSJ ASSOCIATES

General Understanding, Document Sharing, Data Protection & Intellectual Property

1. General Understanding

Investment facilitation services provided by **VSJ Associates** and legal services provided by appointed legal professionals are separate engagements. Each engagement shall be governed by its respective scope of work, terms, conditions, professional responsibilities and fee arrangements.

Any investment, financing, transaction or legal engagement shall proceed only after the relevant client, Investee Company / Client / Client or investor has accepted the applicable terms and completed the required documentation, disclosures, verification and due diligence.

VSJ Associates acts as an investment facilitation platform and does not guarantee that any proposed investment, financing or transaction will be completed. Investment decisions remain solely with the prospective investor or financing party.

2. Document Sharing, Data Room, Confidentiality & Intellectual Property

2.1 Purpose of Document Sharing

Documents, information, records, financial information, business plans, presentations and other materials submitted by the Investee Company / Client / Client may be used by VSJ Associates for the purpose of evaluating, structuring, presenting and facilitating potential investment, financing or strategic opportunities.

The Investee Company / Client / Client authorises VSJ Associates to make relevant information available, through its data room or other appropriate channels, to prospective investors and their authorised representatives for legitimate investment evaluation, due diligence, transaction assessment and related professional purposes.

2.2 Authorised Recipients

Information may be shared, on a need-to-know basis, with:

- Prospective investors and their authorised representatives
- Investment funds, financial institutions and financing parties
- Legal advisers
- Chartered accountants and auditors
- Tax, financial, technical and other professional advisers
- Consultants and transaction advisers
- Other parties reasonably required for evaluating or completing the proposed transaction

VSJ Associates may determine the appropriate level and manner of disclosure based on the stage and requirements of the investment process.

2.3 Responsibility of the Investee Company

The Investee Company / Client / Client represents and warrants that:

- It has the necessary authority and rights to provide the information and documents supplied to VSJ Associates.
- The disclosure of such information does not knowingly violate any law, regulation, contractual obligation, confidentiality undertaking or third-party right.
- Where personal data or information relating to employees, directors, customers, vendors, investors or other individuals is provided, the Investee Company / Client / Clienthas obtained or otherwise established the necessary lawful basis, permissions, notices or authorisations required for such disclosure.
- It shall identify any information that is subject to specific confidentiality, access, export-control, regulatory or disclosure restrictions before uploading or providing such information.

The Investee Company / Client / Client shall remain responsible for obtaining all necessary permissions and authorisations relating to information supplied by it.

2.4 Personal Data Protection

VSJ Associates shall handle personal data received in connection with its services in accordance with applicable Indian data-protection and information-technology laws, as applicable to the relevant processing activity.

The parties acknowledge that personal data should be collected, disclosed, accessed, stored and processed only for legitimate and specified purposes and to the extent reasonably necessary for the relevant investment, transaction, compliance or professional-service activity.

The Investee Company / Client / Client shall avoid uploading unnecessary personal or sensitive information where such information is not required for investment evaluation or due diligence.

2.5 Confidentiality

VSJ Associates shall use reasonable measures to maintain the confidentiality and security of information provided by the Investee Company.

However, information may be disclosed where reasonably required for the investment or transaction process, including to prospective investors, authorised representatives and professional advisers as described above.

The Investee Company / Client acknowledges that once information has been lawfully disclosed to an authorised recipient, VSJ Associates cannot guarantee or control the independent use, retention or handling of that information by such recipient.

Where appropriate, VSJ Associates may require prospective investors or other transaction participants to enter into confidentiality or non-disclosure arrangements before providing access to specified confidential information.

2.6 Intellectual Property Rights

All intellectual property rights, including copyrights, trademarks, trade secrets, technical information, business methodologies, designs, reports, presentations, financial models, databases and other proprietary rights contained in materials supplied by the Investee Company / Client shall remain with their respective owners.

Submission of documents to VSJ Associates **does not constitute an assignment, transfer or sale of intellectual property rights** to VSJ Associates.

The Investee Company / Client grants VSJ Associates a limited, non-exclusive, non-transferable licence, to the extent necessary, to reproduce, store, organise, present and share the submitted materials solely for investment evaluation, due diligence, financing, transaction facilitation and related professional purposes.

The Investee Company / Client shall be responsible for ensuring that it has the necessary rights and permissions to grant this limited authorisation.

2.7 Third-Party Information

Where documents or information belonging to, or containing confidential information of, a third party are provided, the Investee Company / Client shall ensure that it has the necessary authority to disclose such information for the purposes contemplated under these terms.

VSJ Associates shall not be responsible for any infringement, breach of confidentiality or unauthorised disclosure arising from the Investee Company's failure to obtain the required rights or permissions.

2.8 Data Room Access

VSJ Associates may establish and maintain a secure electronic data room or other information-sharing mechanism for the investment process.

Access may be granted, restricted, modified or withdrawn by VSJ Associates depending upon:

- The stage of the transaction
- Investor interest
- Completion of preliminary scrutiny
- Confidentiality requirements
- Due diligence requirements
- Compliance requirements
- The nature and sensitivity of the information

VSJ Associates may maintain access logs and other reasonable records relating to data-room activity.

2.9 Accuracy and Verification

Information supplied by the Investee Company / Client shall remain the responsibility of the Investee Company.

VSJ Associates may undertake preliminary review, scrutiny or assessment as part of its agreed services; however, unless expressly agreed in writing, such review shall not constitute an audit, forensic investigation, legal opinion, statutory verification or independent certification of the information supplied.

Prospective investors shall conduct their own independent due diligence before making any investment or transaction decision.

2.10 Withdrawal or Non-Completion of Transaction

If a proposed investment or transaction is not proceeding, VSJ Associates may close or restrict access to the relevant data room.

Subject to applicable legal, regulatory, compliance, audit, dispute-resolution, contractual and record-retention requirements, documents and data relating to the proposed transaction may be removed from VSJ Associates' active data room and systems within **30 days** after confirmation that the transaction will not proceed.(CEA* Terms)

Certain information may be retained where reasonably necessary for:

- Legal or regulatory compliance
- Professional or statutory record-keeping
- Audit requirements
- Prevention or investigation of fraud or misconduct
- Establishment, exercise or defence of legal claims
- Dispute resolution
- Compliance with contractual obligations
- Maintaining necessary business records

Information contained in routine electronic backups or disaster-recovery systems may remain temporarily until overwritten or deleted in accordance with the applicable backup-retention cycle.

2.11 No Unintended Transfer of Rights

Nothing in these terms shall be interpreted as:

- Transferring ownership of the Investee Company's intellectual property to VSJ Associates;

- Granting VSJ Associates unrestricted commercial rights over the Investee Company's proprietary information;
- Authorising public disclosure of confidential information except where specifically permitted;
- Requiring VSJ Associates to independently verify every document or representation supplied by the Investee Company; or
- Creating an obligation on VSJ Associates to complete or secure an investment or transaction.

2.12 Compliance With Applicable Law

These provisions are intended to operate subject to applicable Indian laws and regulations relating to data protection, information technology, intellectual property, confidentiality, contractual obligations and other applicable regulatory requirements.

The **Digital Personal Data Protection Act, 2023** and the **Digital Personal Data Protection Rules, 2025**, including their respective commencement and applicability provisions, shall apply to the extent applicable to the relevant processing activities. The Government's notified 2025 Rules provide for phased commencement of different provisions. Ministry of Electronics & Information Technology — Digital Personal Data Protection Rules 2025

Intellectual-property rights shall remain subject to applicable law, including the **Copyright Act, 1957**. India Code — Copyright Act, 1957

Important Notice

These website terms are intended to explain VSJ Associates' general operating framework and should be read together with the applicable engagement letter, service agreement, confidentiality agreement, data-room terms and transaction-specific documentation.

Where a specific agreement contains provisions dealing with the same subject matter, the terms of that signed agreement shall prevail to the extent of any inconsistency.

This content is for general commercial and informational purposes and should be reviewed and approved by qualified Indian legal counsel before being incorporated into a binding agreement.

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