



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of 01/10/2025 (the “Effective Date”), by and between **OEMMart, INC.** (“OEMMart”), a corporation registered in the Province of Ontario with an address at 26 Heintzman Crescent, Maple, Ontario L6A4T8, and Harsh Mane, a(n) individual/corporation with an address at Solapur, Maharashtra.

WHEREAS, OEMMart, Inc. and Harsh Mane intend to furnish and/or disclose to each another certain confidential and proprietary information relating to the development of joint business ventures, in written and/or verbal form, in connection with a possible business relationship;

WHEREAS, each party desires to assure the confidential status of information which may be disclosed by or obtained from the other party arising from or in connection with discussions regarding a possible business relationship; and

WHEREAS, the parties desire to enter into this Agreement to set forth their mutual agreement concerning confidentiality, nondisclosure and nonuse of information disclosed by or obtained from each other arising from or in connection with their evaluation of the proposed business relationship.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GENERAL. For the purposes of this Agreement, “Disclosing Party” shall mean the party disclosing Confidential Information to the other party, and “Receiving Party” shall mean the party to whom Confidential Information is being disclosed.

2. CONFIDENTIAL INFORMATION.

(a) Description. For the purposes of this Agreement, the term “Confidential Information” shall be broadly defined and includes, without limitation and without regard to whether or not such information is identified as Confidential Information by the Disclosing Party, (i) all information proprietary to or created by or for the Disclosing Party; (ii) all information in the possession of the Disclosing Party that gives some competitive business advantage or the opportunity of obtaining such advantage; (iii) all information in the possession of the Disclosing Party that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged; (iv) all information that, if disclosed or used without authorization, could be materially detrimental to the interest of the Disclosing Party; or (v) all information that should reasonably be assumed by the Recipient Party to be confidential and proprietary to the Disclosing Party based on all the relevant circumstances. By way of example and without limitation, Confidential Information includes all information on techniques, processes, formulas, trade secrets, inventions, technological developments, discoveries, improvements, research or development test results, specifications, compilations, data, business and technical know-hows, formats, marketing plans,

accounting figures, profit margins, business plans and practices, strategies, forecasts, unpublished financial information, budgets, projections, and customers (whether past, present or potential) and supplier identities and information, software in all stages of development (e.g., source code, object code, documentation, diagrams, flow charts), designs, drawings, specifications, and models. Confidential Information shall also include the existence of this Agreement, the fact that discussions are taking place between the parties, and the Authorized Purpose.

(b) Protection. Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party, and shall not use the Confidential Information of the Disclosing Party for any purpose other than the internal consideration of the possibility of entering into an agreement or other business relationship with the Disclosing Party (the “Authorized Purpose”), and shall limit the disclosure of the Confidential Information of the Disclosing Party to the regular employees of the Receiving Party who have a need to know such Confidential Information for the Authorized Purpose, and who are, with respect to the Confidential Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such written agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party.

(c) Exceptions. Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (ii) was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; (iii) was or becomes lawfully known to the general public without breach of this Agreement; (iv) is independently developed by the Receiving Party without access to, or use of, the Confidential Information of the Disclosing Party; (v) is approved in writing by the Disclosing Party for disclosure by the Receiving Party; (vi) is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or (vii) is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement promptly and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party’s expense, in the obtaining of a protective or similar order with respect thereto.

(d) Return of Confidential Information. The Receiving Party shall return to the Disclosing Party or destroy or erase all Confidential Information of the Disclosing Party in tangible form: (i) upon the written request of the Disclosing Party; or (ii) upon the expiration or termination of this Agreement, whichever comes first, and in both cases, the Receiving Party shall certify promptly and in writing that it has done so. Notwithstanding the foregoing, nothing herein shall require the alteration, modification, deletion or destruction of back-up tapes or other back-up media made in the ordinary course of business, provided that said back-up tapes or other back-up media is stored in a manner that prevents unauthorized access to, or use of, Confidential Information. Any Confidential Information that cannot be returned or destroyed (including oral Confidential Information) shall remain confidential, subject to the terms of this Agreement.

(e) No Copies. The Receiving Party shall not reproduce in any way the Confidential Information of the Disclosing Party without the prior, written consent of such Disclosing Party. Any reproduction of the Confidential Information of the Disclosing Party shall be owned at all

times solely by the Disclosing Party, and shall, at all times, contain the proprietary notices originally placed thereon.

3. NO OBLIGATION. Notwithstanding any other provision of this Agreement, this Agreement does not (a) commit or obligate either party to (i) continue business discussions or any negotiations with the other party; (ii) refrain from business discussions or negotiations with any third party, even if the same are related to the business discussions between the parties; or (iii) purchase, sell, license, transfer, or otherwise dispose of any technology, services or products, or to engage in any other business transaction or relationship with the other party or any third party; or (b) limit or prevent either party from disclosing its own Confidential Information to any third party for any purpose whatsoever. Each party reserves the right, in its sole discretion, to terminate the discussions concerning the Authorized Purpose at any time.

4. TERM AND TERMINATION. The term of this Agreement shall continue from the Effective Date and shall govern all disclosures of Confidential Information between the parties thereafter until terminated by either party upon written notice to the other party; provided, however, that any disclosures of Confidential Information made prior to the effective date of such termination shall continue to be subject to the terms of this Agreement and all obligations undertaken hereunder respecting Confidential Information shall survive termination of this Agreement in perpetuity, except as to Confidential Information that is or becomes excluded pursuant to Paragraph 2(c) (Confidential Information - Exceptions).

5. CHOICE OF LAW AND JURISDICTION. This Agreement shall be subject to the laws of the Province of Ontario, without reference to its conflicts of laws principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the Provincial and Federal courts located in Toronto, Ontario, and the parties hereby submit to the personal jurisdiction of such courts.

6. SEVERABILITY. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

7. NO ASSIGNMENT. Neither party may assign this Agreement, in whole or in part, without the prior, written permission of the other party. Any purported assignment in derogation of the foregoing shall be without any effect whatsoever.

8. NO EXPORT. Neither party shall export, directly or indirectly, any technical data acquired from the other party pursuant to this Agreement or any product utilizing any such data to any country for which the Canadian Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

9. NOTICES. All notices permitted or required to be given under this Agreement shall be in writing and delivered to each party by certified mail, return receipt requested, to the address for each party described in the first paragraph of this Agreement or such other address as each party may specify for itself by giving notice as provided above.

10. NO REVERSE ENGINEERING. Neither party shall modify, create derivative works from, reverse engineer, reverse assemble, decompile or reverse compile any software or other material contained in the Confidential Information of the other party.

11. NON-CIRCUMVENTION. Each party agrees, for a period of five (5) years following the date of this Agreement, not to use any information acquired from the other party in connection with this Agreement to circumvent the other party's actual or potential business relationships. A party shall not directly or indirectly contact, or negotiate with, a third party regarding a potential business relationship of which that party first became aware as a result of information exchanges covered by this Agreement, except with the prior written consent of the other party.

12. NO LICENSE; NO WARRANTY. Nothing contained in this Agreement shall be construed as granting or conferring upon the Receiving Party any ownership interest in and to any of the Confidential Information and/or any of the materials subject to the provisions of this Agreement. Further, nothing contained in this Agreement shall be construed as granting or conferring upon the Receiving Party any license under any patent, copyright, trade secret or other proprietary right, and no such license or other right (including any right of distribution, franchise, or agency) shall arise in favor of the Receiving Party from this Agreement or from any acts, statements or dealings resulting from or related to the execution of this Agreement or the evaluation or pursuit of a possible business relationship. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

13. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes all prior and contemporaneous agreements, discussions, contracts and negotiations between the parties with respect thereto. This Agreement may not be modified except in writing and signed by both parties. Any purported oral modification of this Agreement shall be without any effect whatsoever.

14. REMEDIES; ATTORNEYS' FEES. It is expressly acknowledged that the breach of any obligation under this Agreement will result in irreparable harm to the Disclosing Party for which monetary damages may not provide an adequate remedy, and therefore, the Receiving Party grants to the Disclosing Party the right to enforce this Agreement by means of injunction, both mandatory (e.g., specific performance) and prohibitive, and expressly waives any requirement that the Disclosing Party post any bond or undertaking of any nature as a condition to receipt of injunctive relief. The Receiving Party hereby waives any claim or defense that damages may be adequate or otherwise preclude injunctive relief. In the event of any legal or equitable proceeding (or arbitration) arising out of or in connection with this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs, including reasonable costs for experts, at trial and on appeal. The prevailing party shall be the party who obtained substantially the same remedy requested, whether by judgment, appeal, settlement, or award.

15. AUTHORITY. Each person signing below on behalf of any entity hereby warrants doing so with full and complete authority to bind the party on whose behalf they sign, to each and every obligation set forth in this Agreement.

16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Rest of page intentionally left blank – Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OEMMART, INC.

BY: Tom Zheng

NAME: TOM ZHENG _____

TITLE: DIRECTOR _____

I HAVE AUTHORITY TO BIND THE CORPORATION

BY: 

NAME:

Harsh Mane

TITLE: _____