

## NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ('Agreement') is entered into on this 6th day of July, 2025, by and between TechNova Pvt. Ltd., a company incorporated under the Companies Act, 2013 and having its principal office at 123 Innovation Lane, Hyderabad, Telangana, India (hereinafter referred to as the 'Disclosing Party'), and Mr. Kiran Rao, residing at Flat No. 406, Elite Towers, Banjara Hills, Hyderabad, Telangana (hereinafter referred to as the 'Receiving Party').

1. PURPOSE: The parties wish to explore a potential business relationship (the 'Transaction') and in connection with this, the Disclosing Party may disclose to the Receiving Party certain confidential, proprietary, or sensitive information.

2. DEFINITION OF CONFIDENTIAL INFORMATION: For purposes of this Agreement, 'Confidential Information' includes all written, electronic, or oral information that is disclosed or made available by the Disclosing Party, including but not limited to trade secrets, technical data, financial data, business strategies, client lists, product designs, business operations, software code, marketing materials, internal communications, and unpublished patent applications.

3. NON-DISCLOSURE OBLIGATION: The Receiving Party agrees to retain the Confidential Information in strict confidence, not to disclose it to any third party without prior written permission, and not to use it for any purpose except in connection with the Transaction.

4. EXCLUSIONS: Confidential Information does not include information which (i) was in the public domain at the time of disclosure; (ii) becomes publicly known through no wrongful act of the Receiving Party; (iii) is received from a third party without breach of this Agreement; or (iv) is

independently developed by the Receiving Party.

5. DURATION: The confidentiality obligations set forth herein shall remain in effect for a period of three (3) years from the date of disclosure, or until such time as all Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party.

6. RETURN OF MATERIALS: Upon termination of discussions, the Receiving Party agrees to return or destroy all materials containing Confidential Information and provide written certification of such return or destruction.

7. REMEDIES: The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information may cause irreparable harm to the Disclosing Party. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief in the event of such breach in addition to any other available remedies.

8. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts of Hyderabad, Telangana.

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

Signed:

For TechNova Pvt. Ltd.

Mr. Kiran Rao