

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into on this 22nd day of August, 2025 (the “**Effective Date**”).

BETWEEN:

InnovateNext Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at 7th Floor, Tech Park One, Powai, Mumbai, Maharashtra 400076, India (hereinafter referred to as “**InnovateNext**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

DataWise Analytics LLP, a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, having its principal place of business at A-wing, Office No. 502, Corporate Avenue, Malad (East), Mumbai, Maharashtra 400097, India (hereinafter referred to as “**DataWise**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

(InnovateNext and DataWise are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

A. The Parties are interested in exploring a potential strategic partnership to develop and market an AI-driven predictive analytics platform (the “**Purpose**”).

B. In the course of discussions concerning the Purpose, each Party (as a “**Disclosing Party**”) may disclose to the other Party (as a “**Receiving Party**”) certain non-public, confidential, or proprietary information.

C. The Parties have agreed to enter into this Agreement to ensure the protection of such confidential information in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Definition of Confidential Information “**Confidential Information**” shall mean any and all information, whether tangible or intangible, disclosed by the Disclosing Party to the Receiving Party, in any form whatsoever, including but not limited to written, oral, visual, or electronic forms. This includes, without limitation, all business plans, financial information, customer lists, technical data, trade secrets, know-how, designs, source codes, marketing strategies, and any other information which is either marked as "confidential" or which by its nature ought to be considered confidential.

2. Obligations of the Receiving Party The Receiving Party shall: a. Hold and maintain the Confidential Information in strict confidence and take all reasonable precautions to protect

such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials). b. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party. c. Use the Confidential Information solely for the Purpose and for no other purpose whatsoever. d. Restrict access to Confidential Information to its employees, directors, advisors, or consultants on a "need-to-know" basis, provided that such Representatives are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

3. Exclusions from Confidential Information The obligations under Clause 2 shall not apply to information that the Receiving Party can demonstrate: a. Was already in the public domain or becomes publicly available through no fault of the Receiving Party; b. Was rightfully in its possession without confidentiality obligations prior to receipt from the Disclosing Party; c. Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; or d. Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement to permit the Disclosing Party to seek a protective order or other appropriate remedy.

4. Term and Termination This Agreement shall be effective as of the Effective Date and shall remain in effect for a period of three (3) years. The obligations of confidentiality, however, shall survive the termination of this Agreement for a further period of five (5) years.

5. Return of Information Upon the written request of the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's direction, destroy all documents and materials (and all copies thereof) containing the Disclosing Party's Confidential Information.

6. No License Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, copyright, trademark, or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information other than the limited right to review such information for the Purpose.

7. Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the competent courts in Mumbai, India shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

8. Dispute Resolution Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by mutual consent of the Parties. The seat of the arbitration shall be Mumbai, India. The language of the arbitration shall be English.

9. General Provisions a. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior discussions. b. **Severability:** If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For InnovateNext Technologies Pvt. Ltd.

Name: Anjali Rao Title: Chief Executive Officer Witness:

1. Name: Vijay Kumar Address: C-110, Hiranandani Gardens, Powai, Mumbai 400076

For DataWise Analytics LLP

Name: Karan Desai Title: Designated Partner Witness:

1. Name: Sunita Sharma Address: Flat 801, Royal Palms, Goregaon, Mumbai 400065