MUTUAL NON-DISCLOSURE AGREEMENT – Simplified Summary

1. This Agreement was signed on **22 August 2025** (Effective Date).
2. **Parties involved:**
   - **InnovateNext Technologies Pvt. Ltd.**, registered under the Companies Act, 2013, office at 7th Floor, Tech Park One, Powai, Mumbai, Maharashtra 400076.
   - **DataWise Analytics LLP**, registered under the LLP Act, 2008, office at A-wing, Office No. 502, Corporate Avenue, Malad (East), Mumbai, Maharashtra 400097.
3. Purpose: Both parties are exploring a **strategic partnership** to develop and market an **AI-driven predictive analytics platform**.
4. During discussions, both parties may exchange **confidential information** (business plans, finances, customer lists, technical data, trade secrets, know-how, designs, source codes, marketing strategies, etc.).
5. **Obligations of the Receiving Party:**
   - Keep the information in **strict confidence** and protect it like its own confidential data.
   - Not share it with any third party without the **written consent** of the Disclosing Party.
   - Use it **only for the Purpose** and nothing else.
   - Share it only with employees, directors, advisors, or consultants who **need to know**, provided they also follow confidentiality obligations.
6. **Exclusions from Confidential Information:** Information is not confidential if:
   - It is already public or becomes public without fault of the Receiving Party.
   - The Receiving Party already had it legally before disclosure.
   - It is developed independently by the Receiving Party.
   - Disclosure is required by law, regulation, or court order (with prior written notice to the Disclosing Party).
7. **Term:** This Agreement is effective for **3 years** from the Effective Date.
8. **Confidentiality obligations** continue for **5 years** after termination.
9. On termination or written request, the Receiving Party must **return or destroy** all confidential documents and copies.
10. **No rights or licenses** (patents, copyrights, trademarks, or IP) are granted under this Agreement.
11. **Governing Law & Jurisdiction:**
    - Governed by the **laws of India**.
    - Courts in **Mumbai** have exclusive jurisdiction.
12. **Dispute Resolution:**
    - Any disputes will be settled by **arbitration** under the Arbitration and Conciliation Act, 1996.
    - Arbitration will be conducted by a **sole arbitrator** chosen by mutual consent.
    - Seat of arbitration: **Mumbai, India**.
    - Arbitration language: **English**.
13. **General Provisions:**
    - This Agreement is the **entire understanding** and replaces all earlier discussions.
    - If any part is unenforceable, the rest remains valid.
14. **Signatures:**

- **For InnovateNext Technologies Pvt. Ltd.:** Anjali Rao, CEO.
  Witness: Vijay Kumar, C-110, Hiranandani Gardens, Powai, Mumbai 400076.
- **For DataWise Analytics LLP:** Karan Desai, Designated Partner.
  Witness: Sunita Sharma, Flat 801, Royal Palms, Goregaon, Mumbai 400065.