

MUTUAL NON -DISCLOSURE AGREEMENT - Simplified Summary

1. This Agreement was signed on 22 August 2025 (Effective Date).

Parties involved:

- o hereinafter referred to as DataWise
- o hereinafter referred to as InnovateNext

Purpose: During discussions, both parties may exchange confidential information (business plans, finances, customer

2. During discussions, both parties may exchange confidential information (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)

Obligations of the Receiving Party:

- o Keep the information in strict confidence and protect it like its own confidential data
- o Not share it with any third party without the written consent of the Disclosing Party
- o Use it only for the Purpose and nothing else
- o Share it only with employees, directors, advisors, or consultants who need to know, provided they also follow

Exclusions from Confidential Information: Information is not confidential if:

- o It is already public or becomes public without fault of the Receiving Party
- o The Receiving Party already had it legally before disclosure
- o It is developed independently by the Receiving Party
- o Disclosure is required by law, regulation, or court order (with prior written notice to the Disclosing Party)

Term: This Agreement is effective for 3 years from the Effective Date

3. Confidentiality obligations continue for 5 years after termination

4. On termination or written request, the Receiving Party must return or destroy all confidential documents and copies

5. No rights or licenses (patents, copyrights, trademarks, or IP) are granted under this Agreement

Governing Law & Jurisdiction:

- o Governed by the laws of India
- o Courts in Mumbai have exclusive jurisdiction

Dispute Resolution:

- o Any disputes will be settled by arbitration under the Arbitration and Conciliation Act, 1996
- o Arbitration will be conducted by a sole arbitrator chosen by mutual consent
- o Seat of arbitration: Mumbai, India
- o Arbitration language: English

General Provisions:

- o This Agreement is the entire understanding and replaces all earlier discussions
- o If any part is unenforceable, the rest remains valid

Key Financial Details:

- o rs,

Contact Information:

- o Phone: 2013
- o Phone: 2008

Signatures:

- o For hereinafter referred to as DataWise : Name: Karan Desai, [Title]

Witness: [Name], One, Powai, Mumbai

o For hereinafter referred to as InnovateNext : Karan Desai, [Title]

Witness: [Name], Mumbai, India