



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into this 29th day of July, 2025 (the "Effective Date"), by and between **Ozrit Ai Solutions Private Limited** ("Ozrit") and **Zitanium Technologies Private limited** ("Zitanium")

Reference is made to the following:

A. Zitanium, and ozrit have expressed interest in conducting discussions (the "Discussions") regarding a business transaction or relationship, or an exchange of information.

B. Each party has agreed to provide the other with access proprietary and confidential information in connection with the Discussions and solely for purposes of the Discussions, provided, however, that the receiving party keep and maintain such information confidential in accordance with this agreement.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, terms and conditions hereinafter set forth, the parties agree as follows:

1. **Confidential Information.** As used herein the term "Confidential Information" shall mean any and all non-public information relating to the business matters and affairs of a party delivered to the receiving party that is [i] identified as confidential at the time of disclosure by the disclosing party, or [ii] disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information. Confidential Information includes, but is not limited to, any financial information, technical information, data, valuations, business methods, names of customers and vendors, miscellaneous customer information, marketing plans, documents, data procedures, software, and other information or material used by the disclosing party in its business. The term Confidential Information does not include information which [i] at the time of disclosure by the disclosing party is, or thereafter becomes, generally available to the public; [ii] becomes available to the receiving party on a non-confidential basis through no fault of the receiving party and/or from a third party provided that such third party is not, to the knowledge of the receiving party, breaching an obligation of confidentiality to the disclosing party; [iii] was in the receiving party's possession prior to obtaining it from the disclosing party; or [iv] was independently developed by the receiving party. All Confidential Information furnished by the disclosing party shall remain the sole and exclusive property of such party and shall be deemed loaned to the receiving party only for the limited purposes for use with the Discussions.



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2. Ownership of Confidential Information. The disclosure of Confidential Information hereunder shall in no way be deemed to grant to the receiving party any property, proprietary interest, license or commercial rights, or any other right, title or interest of any kind or nature, to any of such Confidential Information. No rights or licenses under any patent or patent application or under any other Confidential Information of the disclosing party are granted hereunder to the receiving party. All reproductions, compilations, summaries or derivations of Confidential Information shall be deemed the property of the applicable disclosing party.

3. Confidentiality. The receiving party shall hold all Confidential Information in strict confidence, shall prevent unauthorized disclosure of Confidential Information to any third party, in whole or in part, and shall not use any Confidential Information for any purposes other than the evaluation referred to above in the Recitals, which are hereby incorporated herein. The standard of care imposed on the receiving party for protecting Confidential Information will be to use its best efforts to prevent improper disclosure or use of Confidential Information, including, without limitation, by restricting access to Confidential Information to only those entities, employees or other persons who need such access for purposes of the receiving party's evaluation ("Authorized Representatives"), and by obligating such persons to comply with the restrictions provided in this Agreement.

4. Disclosure. Notwithstanding the foregoing, the receiving party shall be entitled to disclose and disseminate to, and discuss the Confidential Information with, those employees and affiliates of the receiving party who will be involved in the Discussions and the receiving party's auditors, advisors, consultants, lawyers, and others who agree to keep such Confidential Information confidential. In addition, the receiving party shall be entitled to disclose any Confidential Information if ordered by any court or administrative body with jurisdiction over the receiving party or if such disclosure is requested pursuant to any federal, state or local laws, rules or regulations. In such a situation, the receiving party will promptly provide written notice to the disclosing party and will disclose only that portion of the Confidential Information that the receiving party is legally required to disclose.

5. Breach. The receiving party hereby acknowledges that a breach of this Agreement could cause irreparable damage for which no remedy at law would be adequate and, accordingly, in addition to any other remedy (which in no way is hereby limited) the disclosing party may be entitled to seek injunctive relief in a court of competent jurisdiction to enforce the terms of this Agreement.

6. Successors. This Agreement shall be binding upon all parties hereto, their legal representatives, successors and assigns.



7. Enforceability. If any provision of this Agreement is adjudged to be void or unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of the provisions that shall remain in full force and effect and be enforceable according to their terms. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.

8. Indemnification. Each party shall indemnify and hold the other party and its affiliates harmless from and against any and all claims, liabilities, obligations, losses, demands, deficiencies, suits, actions, causes of action, judgments, settlements, costs, damages, penalties, interest and other expenses (specifically including, without limitation, attorneys' fees and expenses related to any of the foregoing) which may arise out of or are related to any breach, failure or nonfulfillment of any covenant, undertaking or agreement of such party contained in this Agreement.

9. Return or Destruction of Confidential Information. In the event either party decides not to proceed with the business transaction or relationship with the other, or upon the termination of Discussions, such party promptly shall notify the other of its decision. In such event, the receiving party promptly shall either destroy or redeliver to the disclosing party all copies, notes, extracts, derivative information and other embodiments of the Confidential Information in its possession or that of its Authorized Representatives and confirm to the disclosing party that the receiving party and its Authorized Representatives have complied with the requirements of this paragraph.

10. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Telangana, India without regard to or application of its conflicts of law principles.

11. No Waiver. If in one or more instances a party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.

12. Entire Agreement. This Agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.

13. Modification. No alteration or modification of any of the provisions of this Agreement shall be valid unless made in writing and signed by both parties.

14. Term. This Agreement shall terminate three years from the Effective Date. However, with respect to any Confidential Information that constitutes a trade secret under applicable law, the receiving party's obligations shall last for as long as such information continues to meet the definition of trade secret.



15. Notice. A party shall send any written notice required or permitted by this Agreement by certified mail, postage prepaid, return receipt requested, or by use of a national overnight delivery service, to the other party at the notice address listed on the signature page of this Agreement, or to such other address that the other party designates upon written notice given in accordance with this provision. Written notices shall be effective upon receipt or refusal to accept delivery.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representative on the dates indicated below.

Date signed: _____, 2025

Date signed: 25th August, 2025

Zitanium Technologies

OZRIT Ai Solutions Private Limited

By: _____

By: G. Vivekananda Reddy.

Name: Mohammed Sumair Sharief

Name: G. VIVEKANAND REDDY

Title: Managing Director

Title: C.O.O.



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