

MUTUAL NON-DISCLOSURE AGREEMENT

Agreement dated as of **January 8, 2025**, ("Effective Date") by and between **C-J Technology**, a Firm registered in India having its registered office at **N-H 709A-D 224 UTTAR PRADESH DELHI NCR** with its wholly owned subsidiaries and/or affiliates collectively hereinafter referred as "**C-J Technology**", and **Anil Parmar**, a developer, with principle office located at Rajkot, hereinafter referred as the "Parties".

Hereinafter, **C-J TECHNOLOGY** and Anil Parmar may each be referred to as the "Party" and collectively as the "Parties". The Receiving Party shall mean the Party who receives Confidential Information (as defined below) from the Disclosing Party. The Disclosing Party shall mean the Party who provides Confidential Information to the Receiving Party. The Breaching Party shall mean the Party who infringes any of the confidentiality obligations and/or this Agreement.

1. The Parties agree that it may be necessary to provide each other with certain Confidential Information, in conjunction with discussions between the Parties regarding potential business transactions (the "Business Relationship") and the Parties further agree to hold in confidence all such Confidential Information, subject to the terms and conditions of this Agreement.

2. For purposes of this Agreement, "Confidential Information" shall include any and all confidential, proprietary or sensitive information of a Party, whether oral, visual or written. If any "Confidential Information" is disclosed to either Party orally or visually, it must be specifically noted as such by the Disclosing Party prior to the initiation of the presentation or discussion, and sent to the other Party as a written disclosure within (30) days thereafter. "Confidential Information" shall include without limitation information relating to released or unreleased software products, hardware products, the marketing or promotion material of the products, business plans, practices or policies, trade secrets, source code, object code, patents, inventions, trademarks, firmware, designs, formulas, specifications, financial information and projections, lists of suppliers and potential suppliers, lists of customers and potential customers, equipment lists, employee information (including but not limited to names, positions, duties, salaries, years of employment, projects that the employees assigned any and all information provided to employees), management methods, know-how, working methods, manufacturing techniques, operating techniques, all manuals, documents, reports, spreadsheets, files, computer CDs, disks and tapes (whether machine or user readable), and any and all financial, business, legal, commercial and corporate information, and other written or electronic information pertaining thereto. Confidential Information shall not, however, include (a) publicly available information, including information which is readily available to the public by publication in any medium; (b) information developed independently by the Receiving Party without use of any Confidential Information of the Disclosing Party, as evidenced by written documentation; (c) information received by the Receiving Party without breach of any confidentiality obligation under this Agreement, as evidenced by written documentation; or (d) was in the Receiving Party's possession before receiving it from the Disclosing Party as evidenced by written documentation.

3. Neither Party will, without the prior written consent of the other, (a) disclose or cause to be disclosed any Confidential Information of the other or (b) use or cause to be used any Confidential Information of the other for any purpose other than the Business Relationship. Either Party may disclose the Confidential Information to those of its employees, agents and consultants (all together as "Representatives") with a need to know basis and only to the extent necessary to carry out their obligations and to assist, assess or contribute in the Business Relationship provided such Party has written confidentiality agreements with each of such Representatives that binds them to keep confidential the Confidential Information. The Receiving Party also agrees to inform the Representatives of the existence and nature of its undertaking herein and its applicability to such Representatives.

4. The Receiving Party shall use same degree of care it uses to protect its own Confidential Information of similar importance but in any event not less than reasonable care, to prevent any unauthorized use or any disclosure of such Confidential Information to third parties.

5. The Parties will also take all reasonable precautions, including but not limited to, instructions to its Representatives, to prevent the inadvertent exposure of Confidential Information of the other to unauthorized persons or entities. Neither Party shall reverse engineer, decompile or disassemble any software or other

Confidential Information of the other Party. The Receiving Party shall nevertheless be liable vis-à-vis the Disclosing Party if Representatives disclose any Confidential Information in violation of this Agreement.

6. Upon the earliest of (a) mutual written understanding of the Parties that the Business Relationship shall not go forward, (b) completion of the Business Relationship, (c) written termination of the Business Relationship for whatsoever reason by either Party, (d) at the end of the term of this Agreement, (e) written termination of this Agreement for whatsoever reason by either Party, or (f) written request by the Disclosing Party, the Receiving Party will promptly and in no event later than two (2) weeks thereafter return to the Disclosing Party all of its Confidential Information, including but not limited to all correspondence, notes, computer printouts, CDs and diskettes, reports, data and any other documents and recorded material of any kind concerning the Confidential Information (all together as the "Confidential Material"), and all copies of the foregoing, in its care, control or possession. That portion of the Confidential Material consisting of notes, analyses or studies prepared by the Receiving Party or its Representatives may be destroyed by the Receiving Party with the written consent of the Disclosing Party and such destruction confirmation notifications shall be sent to the Disclosing Party in writing no later than two (2) weeks thereafter.

7. All rights, title and interest in and to the Confidential Information disclosed by the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree that this Agreement shall not be construed either express or implied, as a transfer or sale by the Disclosing Party of any rights whatsoever, by license or otherwise, in or to any of its Confidential Information, and no licenses or rights under any patent, copyright, trademark, or trade secret are granted or implied or are to be implied to the Receiving Party by this Agreement.

8. Handling Social Channels Credentials – In order to maintain the Social Channels of the Party, TROOLOGY shall require an access to User Credentials of the requisite Social Channels. It is hereby declared that all such credentials provided by the Party remain the property of the Owner/Party and can be updated at any point of time. For any posts that shall be made from developers end shall be prior approved and will be posted only after the approval of the Party.

9. Nothing contained in this Agreement shall be construed as (a) requiring either Party to disclose or accept any information or Confidential Information; or (b) creating any partnership or joint venture between the Parties or any other form of legal entity or business enterprise between the Parties; or (c) obligating the Parties to enter into any business transaction; or (d) requiring either Party to purchase or use any products, goods or facilities of the other Party.

10. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF ITS CONFIDENTIAL INFORMATION.

11. This Agreement shall commence on the Effective Date and shall be valid for a period of one (1) year. Either Party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other Party. Receiving Party's obligations regarding Confidential Information as stated in this Agreement shall survive the expiration or termination of this Agreement for a period of one (1) year after such expiration or termination.

12. If either Party is required to disclose any Confidential Information by law or by administrative or judicial order, decision or other legal process, then such Party shall (a) immediately inform the Disclosing Party in writing when it is forced to disclose Confidential Information, (b) give the Disclosing Party reasonable notice prior to such disclosure to permit the Disclosing Party to intercede with respect to such disclosure and (c) inform such requesting party of the confidential and sensitive nature of the information sought and use reasonable efforts to cause such receiving party to treat such information as confidential. In such a case, the Receiving Party shall only be entitled to disclose to such administrative, judicial or other legal authority only the requested Confidential Information and the terms of this Agreement will be applicable for the remaining and non-disclosed Confidential Information.

13. The Parties acknowledge that the Disclosing Party would be irreparably damaged and there would be no adequate remedy at law for breach of this Agreement and, accordingly, the terms of this Agreement shall be

specifically enforced. Each Party hereby consents to the entry of any temporary restraining order or preliminary or ex parte injunction, in addition to any other remedies available at law or in equity, to enforce the provisions hereof.

14. This Agreement (a) shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, (b) is the complete and exclusive statement of the matters set forth herein between the Parties, (c) shall not be amended except by a written amendment signed by the Parties, (d) this Agreement supersedes any and all previous agreements, undertakings, documents, statements made previously on the same matter. Reference to the neuter herein shall include the masculine and feminine genders, and the singular shall include the plural.

15. The provisions of this Agreement shall be severable. If any of the provisions herein or its application to any specific situation shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement or its application to any other situation.

16. All notices, requests and other communications between the Parties hereunder shall be in writing (unless otherwise designated herein) and shall, for all purposes, be deemed to be fully given and received if delivered personally, or if sent by facsimile (with proof of proper transmittal) or if sent by express, certified or registered mail, postage prepaid, to the other Party at its address stated above or to such other address as the respective Party shall advise in writing. Daily correspondences may be made by email.

17. This Agreement, including all matters of construction, validity and performance, shall be governed by, construed and enforced in accordance with the laws of India, as applied to contracts made and to be fully performed in India, without regard to its conflict of law rules. The District courts sitting at company located place, India, are the competent courts in case of a dispute between the Parties, and each Party hereby irrevocably submits to the jurisdiction of any such court, waiving any defense of inconvenient forum.

18. This Agreement is executed only in English language.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the written above Effective Date.

_____ **C-JTECHNOLOGY** _____



By: _____

Name: **Poojak**

Title: **Founder**

Developers



By:

Name: Sanyam Karnavat

Title AI / Blockchain developer