

## MUTUAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "Agreement") is executed as of 21 Sep 2023 by and between Vanu, Inc., a Delaware corporation ("Vanu") and Vanu India Private Limited and Centillion *Network India Pvt Ltd* ("Company").

### RECITALS

WHEREAS, Vanu and the Company possess certain proprietary and confidential information relating to software and systems design for software signal processing, Radio Access Network Solution, respectively (the "Information"), which Vanu and the Company each desire to share for the purpose of assessing the feasibility of collaborating in the research, design, development, production, distribution and sale, among other things, of software radio systems.

Now, therefore, the Company and Vanu hereby agree as follows:

### AGREEMENT

1. In each case, the party providing Information (the "Provider") shall identify it as Information in writing, whether by letter or by the use of an appropriate stamp or legend. This identification shall take place prior to or at the time any such information is disclosed to the party receiving the information (the "Recipient"); provided, however, that the Provider may identify as Information any Information disclosed orally by notifying the Recipient of its confidential nature at the time of such disclosure and within ten days after such disclosure, and delivering to the Recipient a written document identifying such Information, the place and date of such disclosure, and the names of the employees or officers of the Recipient to whom such disclosure was made.
2. The Recipient shall maintain the confidentiality of the Information received from the Provider. The Recipient shall use the same care to maintain the confidentiality of the Information as the Recipient uses in maintaining the confidentiality of its own Information, but in no event less than a reasonable degree of care. Upon request of the Provider, the Recipient shall return all physical records containing such Information and all copies thereof.
3. Any Information disclosed under this Agreement shall be used only for the purpose stated above. The Recipient shall restrict disclosure of the Information solely to those employees of the Recipient having a need to know such Information in order to accomplish the purpose stated above.
4. This Agreement imposes no obligation on the Recipient with respect to any portion of the Information received from the Provider which:
  - (a) was known to the Recipient without any limitation on use or disclosure prior to the delivery of the Information by Provider,
  - (b) is independently developed by employees of Recipient,
  - (c) is rightfully obtained by the Recipient from a third party under no obligation of confidentiality,
  - (d) is or becomes available to third parties from the Provider without any limitation on use or disclosure,
  - (e) is or becomes generally known or publicly available other than by unauthorized disclosure,
  - (f) is approved for release by the written consent of the Provider, or
  - (g) is disclosed pursuant to the requirement of a governmental agency by operation of law, regulation or court order.

In the event of any disclosure of Information pursuant to Section 4(g), the other obligations imposed by this Agreement with respect to the Information disclosed shall remain in effect to the extent such disclosure has not resulted in such information becoming generally known.

5. The Information shall remain the sole property of the Provider.

6. In the event of a breach, threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.
7. Each party hereto agrees it will not export, directly or indirectly, any technical data acquired from the other party hereto or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining the consent of such other party and any such license or approval.
8. The validity, construction, and performance of this Agreement are governed by the laws of The Commonwealth of Massachusetts, and suit may be brought in The Commonwealth of Massachusetts to enforce the terms of this Agreement.
9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
10. This Agreement is binding upon the parties hereto and upon the directors, officers, employees and agents of each. This Agreement is effective as of the date set forth below and will continue five years, unless terminated on thirty (30) days written notice by either party; provided, however, that each party's obligations of confidentiality and restrictions on use of the Information received by it shall survive termination of this Agreement.

IN WITNESS WHEREOF, Vanu and the Company have caused this Agreement to be executed as of the date first set forth above.

**Vanu India Private Limited.**

By: Ch. Dnyanesh  
Name: Dnyanesh Ch.  
Title: Freelance S.A.  
Date: 21-09-2023.

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By: \_\_\_\_\_

Name:  
Title:  
Date: