**Non-Disclosure Agreement**

**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into on October 22, 2025 between Alice Johnson ("Disclosing Party") and TechNova Ltd ("Receiving Party").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all non-public, proprietary or confidential information disclosed by the Disclosing Party to the Receiving Party. This includes, but is not limited to, technical data, trade secrets, know-how, business plans, financial information, customer lists, and marketing strategies, whether disclosed orally, in writing, electronically, or by any other means. Confidential Information also includes any information derived from Confidential Information.

2. Obligations of Receiving Party

The Receiving Party agrees to hold and maintain the Confidential Information in strict confidence and not to disclose it to any third parties without the prior written consent of the Disclosing Party. The Receiving Party shall protect the Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature, but no less than reasonable care. The Receiving Party shall restrict access to the Confidential Information only to those of its employees, contractors, and consultants who have a need to know such information for the purpose of evaluating or engaging in discussions with the Disclosing Party, and who are bound by written agreements with confidentiality obligations no less restrictive than those contained herein.

3. Term

This Agreement shall remain in effect for a period of five (5) years from the date of execution. The obligations of confidentiality hereunder shall survive the termination of this Agreement for any reason.

4. Exceptions

The obligations of confidentiality under this Agreement shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written records; (c) is rightfully received by the Receiving Party from a third party without any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

5. Return of Confidential Information

Upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information, including all copies and extracts thereof, in its possession or control. The Receiving Party shall certify in writing its compliance with this provision.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Disclosing Party is located, without regard to its conflict of laws principles.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

9. Signatures

**Disclosing Party: Alice Johnson  
  
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Date: October 22, 2025  
  
Receiving Party: TechNova Ltd  
  
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Date: October 22, 2025**