**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into on October 24, 2025 between Caroline Smith ("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, including but not limited to, technical data, trade secrets, know-how, business plans, customer lists, and financial information. Confidential Information shall also include information disclosed to the Disclosing Party by third parties.

**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, but in no event less than reasonable care. The Receiving Party shall limit access to the Confidential Information to only those of its employees, agents, or consultants who have a need to know such information for the purposes of evaluating or carrying out the potential business relationship between the parties and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

**3. Exclusions**

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 rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully disclosed to the Receiving Party by a third party without restriction; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

**4. Term**

This Agreement shall remain in effect for a period of 6 years from the date of execution. The obligations of confidentiality shall survive the termination of this Agreement for any reason.

**5. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in India.

Disclosing Party:  
Caroline Smith  
  
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Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_