**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into on October 22, 2025 between Greg 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, whether disclosed orally or disclosed in written or electronic form, including but not limited to, technical data, trade secrets, know-how, business plans, customer lists, financial information, product designs, strategies, and any other information that the Disclosing Party identifies as confidential.

**2. Obligations of Receiving Party**

The Receiving Party agrees to protect the confidentiality of the Confidential Information with the same degree of care that it uses to protect its own confidential information of like nature, but no less than reasonable care. 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 restrict access to the Confidential Information to its employees, agents, or consultants who have a need to know such Confidential Information for the purpose of evaluating or pursuing a business relationship with the Disclosing Party and who are bound by confidentiality obligations no less restrictive than those contained herein. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information.

**3. Exclusions**

The obligations under this Agreement shall not apply to information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by the Receiving Party’s written records; (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

**4. Term**

This Agreement shall remain in effect for a period of 3 years from the date of execution. The obligations of confidentiality under this Agreement 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, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in India, and the parties hereby consent to the personal jurisdiction and venue therein.

Disclosing Party:  
Greg Johnson  
  
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Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_