**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into on October 22, 2025, between Jonny 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 or accessed in written, electronic or other form, including, but not limited to, trade secrets, know-how, business plans, customer lists, financial information, technical data, product designs, and marketing strategies.

**2. Obligations of Receiving Party**

The Receiving Party agrees to protect the Confidential Information with the same degree of care that it uses to protect its own confidential information of a similar nature, but no less than reasonable care. The Receiving Party shall not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party. The Receiving Party may disclose the Confidential Information to its employees, agents, or consultants who have a need to know such information for the purpose 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 herein. The Receiving Party shall be responsible for any breach of this Agreement by its employees, agents, or consultants.

**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 on disclosure; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

**4. Term**

This Agreement shall remain in effect for a period of 5 years from the date of execution.

**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 in India.

**6. 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.

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| Disclosing Party: Jonny Johnson  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Receiving Party: TechNova Ltd  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |