

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “**Agreement**”) is entered into and made effective as of 19-Jun-2025, between Chima Inc., a Delaware corporation, whose address is 2261 Market Street #5003, San Francisco, CA 94114 (“**Company**”), and Ansh Gupta, an individual, whose address is B-131, B block, SJR Palazza City, Sarjapur Road, Bengaluru, 560035 (“**Recipient**”).

Company and Recipient desire to engage in discussions regarding a potential employment of Recipient by Company, and the parties’ discussions regarding a potential agreement or other transaction between the parties (the “**Purpose**”). In connection with such discussions, Company may disclose to Recipient certain confidential information or materials to enable the parties to evaluate whether to enter into such agreement or transaction.

In consideration of the foregoing, the parties agree as follows:

1. **Confidential Information.** For purposes of this Agreement, “**Confidential Information**” means any information or materials disclosed by or on behalf of Company to Recipient that: (a) if disclosed in writing or in the form of tangible materials, is marked “confidential” or “proprietary” or with a similar designation at the time of such disclosure; (b) if disclosed orally or presented visually, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by Company to Recipient within thirty (30) days after any such disclosure; or (c) due to its nature or the circumstances of its disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary.

2. **Obligations and Restrictions.** Recipient agrees: (a) to maintain all Confidential Information in strict confidence; (b) not to disclose Confidential Information to any third parties; and (c) not to use any Confidential Information, or permit it to be accessed or used, for any purpose except for the Purpose. Recipient may disclose Confidential Information to its employees and consultants who have a bona fide need to know such Confidential Information solely for, and only to the extent necessary to pursue, the Purpose; *provided that* each such employee and consultant is bound by a written agreement that contains non-use and confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement.

3. **Exceptions.** The obligations and restrictions in Section 2 will not apply to any information or materials that:

(a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by Recipient;

(b) were rightfully known by Recipient prior to the disclosure of such information or materials from Company;

(c) are rightfully acquired by Recipient from a third party who has the right to disclose such information or materials without breach of any obligation of confidentiality or restricted use to Company; or

(d) are independently developed by the Recipient without access to any Confidential Information.

4. Compelled Disclosure. Nothing in this Agreement will be deemed to restrict Recipient from disclosing Confidential Information to the extent required by any order, subpoena, law, statute or regulation; *provided that* Recipient shall give Company sufficient advance notice of such required disclosure to enable Company to prevent or limit such disclosure, and will provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. Recipient shall disclose no more than that portion of the Confidential Information which such order, subpoena, law, statute or regulation specifically requires the recipient party to disclose.

5. Return of Confidential Information. Upon the completion or abandonment of the Purpose, or earlier upon Company's written request, Recipient will promptly return to Company or, at Company's option, destroy, all tangible items and embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies), and any notes, analyses, compilations, studies, interpretations, memoranda or other documents (regardless of the form thereof) prepared by or on behalf of Recipient that contain or are based upon Confidential Information.

6. No Obligations. Company retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to Recipient. This Agreement imposes no obligation on either party to negotiate or enter into any other agreements or arrangements with the other party, whether or not related to the Purpose.

7. No License. All Confidential Information remains the sole and exclusive property of Company. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information, or any patent, copyright or other intellectual property or proprietary rights of Company, except for the limited right of use solely for the Purpose as specified in this Agreement.

8. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY COMPANY "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. Company shall have no liability to Recipient resulting from the Confidential Information disclosed to Recipient or for its use or any error or omissions in it.

9. Term. This Agreement will remain in effect for a period of five (5) years from the Effective Date, at which time it will terminate, *provided that* Company may terminate this Agreement by giving written notice to Recipient, but Recipient's obligations under this Agreement with respect to any Confidential Information disclosed by Company shall survive for a period of five (5) years from the Effective Date, except that, as to any Confidential Information

that Company maintains as a trade secret, Recipient's obligations will remain in effect for as long such Confidential Information remains a trade secret under applicable law.

10. Equitable Relief. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Company to incur irreparable harm and significant damages for which there may be no adequate remedy at law. Accordingly, Recipient agrees that Company will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or otherwise.

11. Miscellaneous. This Agreement will be governed and construed in accordance with the laws of the State of California, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both oral and written, between the parties with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of both parties. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. Neither party may assign or transfer any rights or obligations under this Agreement, by operation of law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Non-Disclosure Agreement by their duly authorized officers or representatives.

**CHIMA INC.:**

**INDIVIDUAL:**

Signature: Nikhara Nirghin

Signature: Ansh Gupta

Name: Nikhara Nirghin

Name: Ansh Gupta

Title: CEO