

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made effective as of 11/1/2025 by and between NayaCare, Ltd, a company organized under the laws of Colorado/United States, with its principal office at 570 Eagle Nest Court, Golden, Colorado 80401, and Swyam Dubey.

The purpose of this Agreement is to protect the proprietary and confidential information disclosed by NayaCare, Ltd and its associates to Swyam Dubey. This information may include, but is not limited to, technical data, trade secrets, know-how, business plans, and any other proprietary information related to the development and operation of a chatbot.

Definitions:

Confidential Information: Includes any information shared by NayaCare, Ltd that is marked as confidential or would reasonably be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that is publicly known, independently developed by the receiving party, or rightfully received from a third party without breach of obligations.

Confidential Information:

- This Agreement pertains specifically to information that NayaCare, Ltd considers proprietary, valuable, and confidential. Such information includes, but is not limited to:

- **Business Information:** Strategic plans, marketing strategies, financial data, projections, contracts, client lists, and supplier information that relate to the chatbot's development and business operations.

- **Technical Information:** Designs, specifications, algorithms, source code, software documentation, system architecture, and other technical data related to the chatbot technology.

- **Trade Secrets:** Any formula, pattern, compilation, program, device, method, technique, or process that provides a business advantage over competitors who do not know or use it.

- **Research and Development:** Any ongoing or planned projects related to the innovation, development, and testing of the chatbot, including prototypes and proprietary research findings.

- **Personnel Information:** Information about employees, consultants, and other personnel, including their roles, skills, and compensation that may directly or indirectly relate to the chatbot creation and functionality.

- **Other:** Any other information that is not generally known to the public and is deemed sensitive by NayaCare, Ltd.

- Exclusions from Confidential Information:

- Information that is or becomes publicly known and available through no wrongful act of the receiving party.

- Information that was in the possession of the receiving party prior to disclosure by NayaCare, Ltd

- Information that is independently developed by the receiving party without breach of this Agreement.

- Information that becomes available to the receiving party from a third party without breach of confidentiality obligations.

Obligations:

- Swyam Dubey agrees to maintain the confidentiality of the Confidential Information and shall limit disclosure of Confidential Information to its employees, agents, or third parties with a need to know and who are also bound by confidentiality obligations.

Term and Termination:

- This Agreement is effective as of the date first written above and shall continue for a term of employment unless terminated earlier. The obligations of confidentiality shall survive termination.

Miscellaneous:

- This Agreement shall be governed by the laws of Colorado/United States of America.
- Any disputes arising out of this Agreement shall be resolved through Arbitration/Legal Courts..
- Any amendments to this Agreement must be in writing and signed by both parties.

Signatures:

- NayaCare, Ltd

Date:

By: Sonal Patel, MD

Title: Owner

Swyam Dubey

Date:

By: Swyam Dubey

Title: Coding Consultant