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		Classification	Proprietary
TITLE	Non-Disclosure Agreement	Location	All

## NON-DISCLOSURE AGREEMENT

This Non-disclosure & Confidentiality Agreement (the "Agreement") is made on **2<sup>nd</sup> Jun 2025** and between J K Technosoft Limited, bearing CIN no. U64202UP1988PLC209717 having its office at F-3, Sector-3, Noida-201301 Uttar Pradesh, India –**Deoraj Gope** the purpose of maintaining the confidential business and technical information of the parties which each prior to and from time to time hereafter receives from the other during the course of discussions, meetings and written or verbal information exchange between them relating to the Project (as defined below).

Acknowledging the receipt of good and adequate consideration and intending to be legally bound, the parties agree as follows:


### 1. Definitions

- A. "Disclosing Party" is the party disclosing Confidential Information.
- B. "Project" is \_\_\_\_\_
- C. Receiving Party" is the party receiving Confidential Information.

Receiving Party agrees that during the Term (as hereinafter defined) it shall (i) hold the Confidential Information of the Disclosing Party in strict confidence and not disclose such Confidential Information to any third parties; (ii) disclose the Confidential Information only to those of Receiving Party who need to know such information in order to carry out the purpose of this Agreement and only to the extent necessary for such purpose; (iii) not disclose any Confidential Information to affiliates of Receiving Party without Disclosing Party's express prior written consent; (iv) take all measures necessary to safeguard the Confidential Information in order to prevent it from falling into the public domain or into the possession of persons other than those persons authorized hereunder to have any such information; such protective measures shall include but in no event be less than the highest degree of care that Receiving Party utilizes to protect its own confidential information of a similar nature; (v) not remove any copyright notice, trademark notice, and/or other proprietary legend set forth on or contained within any of the Confidential Information; (vi) not disassemble or decompile the Disclosing Party's products or otherwise attempt to reverse engineer the design and function of the products; and (vii) neither directly nor indirectly, either during or subsequent to the Term, disclose the existence, content, and/or substance of this Agreement or any of the Confidential Information to any third party, nor utilize the Confidential Information for its own use or otherwise than in strict compliance with the provisions of this Agreement. Receiving Party will advise any who are provided access to Confidential Information of the confidential nature thereof and shall be responsible for any breach of this Agreement.

(b) "Confidential Information" means any and all confidential information and knowledge of either party, including, but not limited to its name, type of business relationship between the parties, proprietary methods and methodology, technical data, trade secrets, know-how, research and development information, product plans, products, services, client lists and clients, prospective clients, client information, books and records, corporate relationships, suppliers, markets, computer software, computer software development, inventions, processes, formulae, technology, designs, drawings, technical information, source codes, engineering information, hardware configuration information, and matters of a business nature such as information regarding, marketing, costs, pricing, finances, financial models and projections, billings or other similar business information.

(c) Confidential Information does not include any of the foregoing items for which Receiving Party can demonstrate and has been approved for release by written authorization of Disclosing Party; Receiving Party may disclose Confidential Information pursuant to a judicial or other government order, provided that Receiving Party shall provide Disclosing Party with prompt notice prior to any disclosure so that Disclosing Party may seek other legal remedies to maintain the confidentiality of such Confidential Information, and Receiving Party shall comply with any applicable protective order or equivalent. All Confidential Information shall always remain the property of the Disclosing Party.

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2. Use of Confidential Material. The Recipient agrees that it shall use the Confidential Material solely in connection with evaluating or performing the Proposed Transaction and not for the purpose of competing with the Disclosing Party or for any other purpose.


3. Confidentiality. The Recipient shall keep the Confidential Material confidential and will not disclose, distribute, reproduce or use any of the Confidential Material in any manner whatsoever other than for the purposes described in Section 2 above, or as the Disclosing Party otherwise agrees in writing. The Recipient will only disclose the Confidential Material to those Partners or agents who have a need to know such information in connection with the Proposed Transaction. Any of the Recipient's or agents to whom the Confidential Material is disclosed shall be (a) advised of the existence of this Agreement and of the Recipient's obligations hereunder, and shall agree to be bound by the terms hereof to the same extent as if they were parties hereto, or (b) bound under a written agreement (including a pre-existing written agreement) to protect the Confidential Material from unauthorized use and disclosure. The Recipient shall be responsible for any breach of this Agreement by any of its agents or other persons to whom Confidential Material is disclosed or distributed (regardless of whether such disclosure or distribution is made for the purposes and in a manner consistent with this Agreement), and the Recipient shall, at its sole expense, take all reasonable measures to restrain its Partners and agents from prohibited or unauthorized disclosure, distribution or use of the Confidential Material. This obligation to maintain Confidential Information in confidence shall survive termination of this Agreement for a period of five (5) years thereafter.

4. Ownership of Confidential Material; Termination of Engagement. The Recipient acknowledges and agrees that all rights, title, and interest in and to the Confidential Material is and shall remain the property of the Disclosing Party. The Recipient agrees to return all Confidential Material upon the termination of the parties' discussions regarding, or agreement with respect to, the Proposed Transaction. The Recipient acknowledges and agrees that upon termination of the parties' discussions regarding, or agreement with respect to, the Proposed Transaction, the Recipient, its Partners and agents will continue to be bound by the obligations of confidentiality and other obligations hereunder.

5. Compelled Disclosure. In the event the Recipient is required by law, regulation, or court order to disclose any of the Disclosing Party's Confidential Material, the Recipient shall promptly notify the Disclosing Party in writing prior to making any such disclosure to facilitate the Disclosing Party seeking a protective order or other appropriate remedy from the proper authority. The Recipient agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Recipient further agrees that if the Disclosing Party is not successful in precluding the requisite legal body from requiring the disclosure of Confidential Material, it will furnish only that portion of the Confidential Material which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

6. No License. Receiving Party hereby acknowledges that all Confidential Information shall be and remain the sole property of Disclosing Party. Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information, or as obligating either party hereto to enter into any further agreement with respect to the subject matter hereof or otherwise. Receiving Party further acknowledges and agrees that nothing contained in this Agreement shall be construed as granting Receiving Party the right to utilize the Confidential Information to develop, manufacture, produce, and/or distribute any software products derived from or which otherwise use any of the Confidential Information, or to authorize or in any way assist others to do so, and all Confidential Information which is provided to Receiving Party hereunder is provided without any representation or warranty by Disclosing Party, express or implied, as to the accuracy or completeness of such Confidential Information.

7. Disclaimer of Liability. The Disclosing Party shall have no liability or responsibility for errors or omissions in, or any decisions made by the Recipient in reliance on, any Confidential Material disclosed under this Agreement.

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8. Effective Date/Term. This Agreement shall become effective as of the Effective Date and shall continue for a period of five (5) years.

9. Non-Solicit. During the term of this Agreement and for a period of two (2) years after this Agreement terminates for any reason, either Party shall not, and shall cause Company's Personnel not to, directly or indirectly, solicit, recruit, or induce other Party or of Company or Client to (a) terminate his, her, or its employment or engagement, as the case may be, with the Company or Client, or (b) work for, or become engaged by, any other person or entity.

10. Return of materials. All copies of Confidential Information in tangible form, which are in the possession of Receiving Party, will be promptly returned to Disclosing Party at any time upon Disclosing Party's request. After any such request Receiving Party agrees that it shall not retain photocopies or other reproductions or transcriptions of any portion of the Confidential Information.

11. Specific Performance. The Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Material and the irreparable damage that could result to the Disclosing Party if information contained therein is used by or disclosed to any third party. In view of the nature of the Confidential Material, the Recipient agrees that any unauthorized use or disclosure of the Confidential Material or other violation or threatened violation, of this Agreement would cause irreparable damage to the Disclosing Party and that the Disclosing Party shall therefore be entitled to an injunction prohibiting the Recipient from making any such use, disclosure or dissemination, or attempted use, disclosure or dissemination of Confidential Material in violation of this Agreement, and the Recipient further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach by the Recipient of this Agreement but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of a breach of this Agreement, the Recipient shall indemnify and hold harmless the Disclosing Party, its officers, directors, Partners, and agents from and against any damages, losses or costs whatsoever, including reasonable attorney's fees.

12. Intellectual Property. The Recipient shall not use the name, trade name, trademark, logo, acronym, or other designation of the Disclosing Party in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of the Disclosing Party.

13. Injunction. The Parties acknowledge that a breach of the obligations contained in this Agreement will cause irreparable harm to the disclosing Party for which monetary damages would be inadequate. Accordingly, in addition to any other remedy to which the disclosing Party may be entitled at law or in equity, the disclosing Party shall be entitled to seek injunctive relief (without any requirement to post a bond) to prevent breaches of any provision of this Agreement and to specifically enforce the terms and provisions hereof.

14. Arbitration and Mediation. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party. any dispute or difference arising out of this Agreement shall be resolved through Arbitration. The sole Arbitrator appointed in consultation with parties shall conduct such Arbitration. The venue shall be in Delhi.

This Agreement and any provision hereof may be waived, amended or modified only by an instrument in writing signed by each of the parties to this Agreement. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original but both of which together will constitute one and the same agreement.

15. Governing Law. This Agreement is made in and shall be governed by and construed in accordance with the laws of India with Jurisdiction in Delhi, without regard to its conflict of law provisions.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**JK TECHNOSOFT LTD**

By: Deoraj Gope

Name: Deoraj Gope

Title: Associate Tech

Date: 03/06/2025

Place: Kolkata

Name: Prateek Bhatnagar

Title: Associate Vice President – Talent Management