



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "**Agreement**") is entered into on this 5 July, 2024 by and between IKRAM KHAN, having their residence at Pakistan Punjab, Taxila HIT Cantt SV Q no 82 (the "**Receiving Party**") and PAN number 37406-5296768-3 and Bohni Tech Private Limited having office at 615/2, 24th cross, Maruthi Nagar, Bangalore, (the "**Disclosing Party**").

The Disclosing Party intends to hire the Receiving Party on a contract (the "**Transaction**"). Before and during the process of the contract, the Disclosing Party may implicitly or explicitly share certain confidential and proprietary information including but not limited to designs, ideas and business strategy, with the Receiving Party. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Definition of Confidential Information:

- (a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to:
- (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its affiliates, subsidiaries, and affiliated companies;
 - (ii) plans for products or services, and customer or supplier lists;
 - (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;



(v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and

(vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality;
- (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement;
- (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

1. Disclosure of Confidential Information

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will keep all Confidential Information strictly confidential and not disclose any Confidential Information received by it to any third parties.

2. Use of Confidential Information

The Receiving Party agrees to use the Confidential Information solely in connection with the Transaction and not for any purpose other than as authorized by this Agreement without the prior written consent of



an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will be and remain solely in the Disclosing Party. All use of the Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

3. Term

This Agreement shall remain in effect until the Receiving Party is engaged in the Transaction with the Disclosing Party. Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

4. Remedies

The Receiving Party acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the Disclosing Party shall be entitled to recover its reasonable attorney's fees and expenses.

5. Return of Confidential Information

The Receiving Party shall immediately return and redeliver to the Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("**Notes**") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:

- (i) the completion or termination of the dealings between the parties contemplated hereunder;
- (ii) the termination of this Agreement; or



- (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

6. Notice of Breach

The Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives; or (2) any actions by the Receiving Party or its Representatives inconsistent with their respective obligations under this Agreement, and the Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

7. Warranty

NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.



8. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India. The courts at New Delhi shall have sole and exclusive jurisdiction over any disputes arising under, or in any way connected with or related to, the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received:

(a) in the case of personal delivery or electronic mail, on the date of such delivery,

(b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and

(c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, permitted assigns and designees.

(g) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making, or marketing products or services that are or may be



competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Signatory of the Provider

A handwritten signature in blue ink, appearing to read 'Karan Javaji', with a stylized flourish at the end.

Karan Javaji

Signatory of the Contractor

A handwritten signature in blue ink, appearing to read 'Shubh Chaudhary', with a stylized flourish at the end.