



USA Off:
1592, US-130 #310,
North Brunswick, Township, NJ-08902, ☎ +1609-912-9444

NON-DISCLOSURE AGREEMENT (RECIPROCAL)

THIS NON DISCLOSURE AGREEMENT (the "Agreement") is made between Tech Pundits Inc, having its office at 1592 Route 130, Suite 310, North Brunswick, New Jersey-08902, USA, including its affiliates, subsidiaries, clients and Madhura Kurgod(hereinafter referred to as "Consultant"), entered into this day of October 23, 2024..

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Receiving Party" means a party that receives Confidential Information under this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, each party's disclosure of confidential information to the other party, the parties hereto agree as follows:

Confidential Information and Confidential Material

1. Tech Pundits and its Clients are agreeable to disclose the Confidential Information to Individual so as to enable the Individual perform his/her tasks appropriately. In exchange for this disclosure, Individual agrees to the following terms and conditions:
 - (a) i. For the purposes of this Agreement. "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased Disclosing Party's software or hardware products, the marketing or promotion of any Disclosing Party's product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party's subsidiary, affiliates and/or agents is covered by this Agreement. However, any information shall not be treated as confidential unless if provided in document form and is marked as "Confidential" and if given orally succeeds by a written communication about the confidentiality of the information within 15 days from the date of such oral communication.

"Confidential Information" shall also mean and include all data, reports, interpretations, forecasts and records, in machine readable form or otherwise, containing or otherwise reflecting information concerning TECH PUNDITS INC., its affiliates, subsidiaries and joint ventures that is not available to the general public and is provided to Consultant by TECH PUNDITS INC. in the course of its dealings with TECH PUNDITS INC., together with all analyses, compilations, studies or other documents, whether prepared by TECH PUNDITS INC. or others, that contain or otherwise reflect such information.

- (b) "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

"Confidential Materials" shall mean any and all information in any media form, data and know how disclosed by either party to the other party, including but not limited to, research, product plans, products, services, customers, markets, software developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances and other



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business information, and any material clearly marked as proprietary and or confidential regarding their respective businesses, operations and strategies, in both oral and written form.

- i) Individual shall not disclose any Confidential Information to any person not employed by Tech Pundits Inc
 - ii) Who Is not also bound to protect the confidentiality of the Confidential Information under terms at least as protective as the terms hereunder. Individual may use Confidential Information disclosed hereunder for the purpose for which it was disclosed, namely, to provide Services to Tech Pundits Inc, on Tech Pundit's behalf, to Tech Pundit's Client.
- (c) "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (d) "Confidential Materials" shall mean any and all information in any media form, data and know how disclosed by either party to the other party, including but not limited to, research, product plans, products, services, customers, markets, software developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances and other business information, and any material clearly marked as proprietary and or confidential regarding their respective businesses, operations and strategies, in both oral and written form.

2. Restrictions

- (a) Receiving Party shall not disclose any Confidential Information to third parties for any time or any reason. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall first inform Disclosing Party of such disclosure and shall comply with any applicable protective order or equivalent.
- (b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees, officers, directors, agents, authorized representatives, administrators and consultants on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.
- (c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.
- (d) Receiving Party shall not reverse engineer, decompile or disassemble any software or any confidential information or confidential material disclosed to Receiving Party.

3. Rights and Remedies

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this



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Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. However, none of the parties shall be liable for any indirect losses, loss of profits, loss of revenue, loss of goodwill and any other consequential losses under this Agreement.
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (d) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of United States of America, and both parties further consent to the jurisdiction of the courts at Atlanta, Georgia, USA. Process may be served on either party by postal service, postage prepaid, certified or registered or return receipt requested.



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- (e) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors in interest and permitted assigns.
- (f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) All obligations created by this Agreement shall survive for a period of one (3) year after change or termination of the parties' business relationship.
- (h) Any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at the closest TECH PUNDITS INC. registered office and the arbitration proceedings shall be under the rules of the American Arbitration Association (the "AAA").
- (i) Neither party may issue a news release, public announcement, advertisement or any other form of publicity concerning this Agreement. Any publicity pertaining to the other party's role in the purpose will require prior written consent to such publicity from the other party.
- (j) Any notices under this Agreement will be sent by certified or registered mail, by first class pre-paid post, telex, cable, facsimile transmission or comparable means of communication return receipt requested, at the respective address of the parties as mentioned in this Agreement. Any notice or other information sent by telex, cable, facsimile transmission or comparable means of communication should be deemed to have been duly given on the next day after transmission.
- (k) The parties shall comply with their data protection obligations under the law.


Term: This Agreement shall begin on the Effective Date and shall continue until terminated by Tech Pundits Inc by providing written notice of termination to the other Party. Individual cannot terminate this Agreement without the express written consent of the other Parties. The obligations of the Parties outlined in this Agreement shall survive termination of this Agreement and will otherwise remain subject to all applicable laws.

Remedies: Any breach by Individual of any obligation under this Agreement could result in irreparable injury to Tech Pundits Inc or It's clients or both. In seeking enforcement of any obligation, Subcontractor and/or Tech Pundits will therefore be entitled to remedies at law as well as to injunctive and other equitable relief to prevent or restrain the breach or threatened breach of this Agreement.

Miscellaneous: No delay or omission by Tech Pundits Inc in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tech Pundits Inc on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This provision will survive the termination of this Agreement.

Jurisdiction, Venue, Waiver of Jury: This Agreement and the relationship between the Parties, and all activities directly or indirectly related thereto, shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey. Each Party hereto consents, and hereby waives any and all objections, to



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the sole and exclusive jurisdiction and venue of the state and federal courts sitting in the State of New Jersey, for any action or claim between the Parties. To the extent permitted by law, each Party knowingly and voluntarily waives any right to trial by jury for any action between the Parties.

AGREED

Name:

Signature:

Date