

Non-Disclosure Agreement

Date:

11 May 2025

Parties

1. Innovatech Solutions Ltd, a company incorporated in Delaware, USA (registration number 123456789) having its registered office at 123 Innovation Drive, Suite 400, San Francisco, CA 94107, USA ("the Disclosor");

2. DataCore Analytics Pvt. Ltd, a company incorporated in India (registration number U12345MH2025PTC378956) having its registered office at 201 Quantum Street, Tech Park, Hyderabad, Telangana 500081, India ("the Recipient").

Agreement

1. Definitions

In this Agreement, unless the context requires otherwise: "Agreement" means this agreement, and any amendments to this agreement from time to time; "Business Day" means any weekday other than a bank or public holiday in the State of New York, USA; "Disclosor Confidential Information" means: (a) any information disclosed by the Disclosor to the Recipient (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Recipient (acting reasonably) to be confidential; (b) the terms of this Agreement; and (c) any analyses, compilations, studies or other documents prepared by the Recipient which contain or otherwise reflect such information; "Effective Date" means 11 May 2025; "Term" means the term of this Agreement, commencing on the Effective Date and ending on 11 May 2027.

2. Credit

This document was created using a template from Docular (<https://docular.net>).

3. Term

3.1 This Agreement shall come into force upon the Effective Date. 3.2 This Agreement shall continue in force until 11 May 2027, at the beginning of which this Agreement shall terminate automatically, subject to termination in accordance with Clause 6.

4. Consideration

The Recipient has entered into this Agreement, and agrees to the provisions of this Agreement, in consideration for the payment by the Disclosor to the Recipient of the sum of GBP 1.00, receipt of which the Recipient now acknowledges.

5. Recipient confidentiality obligations

5.1 The Recipient must: (a) keep the Disclosor Confidential Information strictly confidential; (b) not disclose the Disclosor Confidential Information to any person without the Disclosor's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement; (c) use the same degree of care to protect the confidentiality of the Disclosor Confidential Information as the Recipient uses to protect the Recipient's own confidential information of a similar nature, being at least a reasonable degree of care; and (d) not use or allow the use of any of the Disclosor Confidential Information for any purpose other than evaluating a potential business relationship between the parties. 5.2 Notwithstanding Clause 5.1, the Recipient may disclose the Disclosor Confidential Information to the Recipient's officers, employees, professional advisers and agents who have a need to access the Disclosor Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Disclosor Confidential Information. 5.3 This Clause 5 imposes no obligations upon the Recipient with respect to: (a) Disclosor Confidential Information that is known to the Recipient before disclosure under this Agreement and is not subject to any other obligation of confidentiality; (b) Disclosor Confidential Information that is or becomes publicly known through no act or default of the Recipient; (c) Disclosor Confidential Information that is obtained by the Recipient from a