

DynamoEdge Inc., an Indiana Limited Liability Company, for the benefit of itself and its Affiliates (as defined below) (collectively, the "Company"), and the "Participant" identified below (each individually referred to as a "Party" and collectively referred to as the "Parties") wish to exchange certain business and other information in the course of discussions regarding a potential business relationship between the Parties (the "Purpose"). The term "Affiliate" shall mean any entity that is directly or indirectly controlled by, or under common control with DynamoEdge Inc., an Indiana Limited Liability Company, through ownership, contract or otherwise. To protect certain confidential or proprietary information which may be disclosed between them, the Parties agree, as of the "Effective Date" set forth below, as follows:

1. Description of Confidential Information: The term "Confidential Information" shall mean all nonpublic, proprietary or confidential information disclosed by one Party ("Discloser") to the other Party ("Recipient") including, but not limited to, any technical, business, financial, customer and and/or commercial trade secret or other information relating to Discloser's business, facilities, products (including, but not limited to, hardware, software, and firmware), product development plans, forecasts, strategies and related information, know-how, processes, ideas, inventions (whether patentable or not), techniques and processes, whether disclosed in written, oral, or other tangible or intangible forms, by Discloser to Recipient that Discloser designates as being confidential, or that would be reasonably understood under the circumstances to be confidential.

2. Disclosure and Confidentiality Period: This Agreement shall remain in effect from the Effective Date until the one (1) year anniversary of the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall continue for additional, successive periods of one (1) year, unless and until this Agreement is terminated upon the provision of sixty (60) days written notice of termination from one Party to the other. Unless otherwise earlier terminated, this Agreement shall terminate on the date that is the three (3) year anniversary of the Effective Date. The obligations hereunder with respect to any Confidential Information will survive and continue for a period of three (3) years after the termination or expiration of this Agreement. Notwithstanding anything to the contrary herein, the obligations with respect to Confidential Information constituting a trade secret, or Confidential Information that should reasonably be understood under the circumstances to constitute a trade secret, shall survive so long as such information remains a trade secret under applicable law.

3. Return of Materials: Recipient shall not make any use whatsoever at any time of Discloser's Confidential Information except to evaluate the Confidential Information internally and directly in connection with the Purpose and shall not reverse engineer any such Confidential Information or, except as specifically permitted herein, copy the same. Recipient shall cease use of all of the Discloser's Confidential Information and all materials, documents and tangible items, which have been provided by Discloser to Recipient, and any copies and/or representations of such materials, shall be promptly returned by Recipient to Discloser (or if requested by Discloser, destroyed by Recipient) upon the written request of Discloser. Recipient shall represent in writing to Discloser that Recipient has complied with the foregoing requirements.

4. Standard of Care: Recipient shall hold Discloser's Confidential Information in strict confidence and shall protect Discloser's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information as Recipient uses to protect its own Confidential Information of a like nature.

5. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) is already publicly available or becomes publicly available without a breach of this Agreement by Recipient; (b) was in Recipient's possession without a duty of confidentiality before receipt from Discloser; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is independently developed by Recipient; (e) is disclosed by Recipient with Discloser's prior written approval; or (f) is disclosed to the extent required by a valid order of a court or other governmental body having competent jurisdiction, provided that Recipient gives Discloser reasonably prompt written notice of such disclosure and makes a reasonable effort to obtain, or to assist Discloser in obtaining, at Discloser's expense, a protective order preventing or limiting the disclosure and/or requiring that such Confidential Information so disclosed be used only for the purposes for which the law or regulation required it, or for which the order was issued.

6. Warranty: Discloser represents and warrants to Recipient that Discloser has the right to make the disclosures under this Agreement. **EXCEPT FOR THE FOREGOING, DISCLOSER IS PROVIDING THE CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY RECIPIENT AT ITS OWN RISK AND DISCLOSER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

7. Rights: Discloser's Confidential Information shall remain the sole property of Discloser. This Agreement does not grant or transfer to the other Party any ownership or license rights in a Party's intellectual property rights, including without limitation, such Party's inventions, patents, trade secrets, copyrights, trademarks, service marks or trade names.

Recipient will not use Confidential Information to interfere with any patent applications filed by Discloser, and will not use any Confidential Information to amend any pending patent application in attempt to dominate or claim any invention related to or disclosed in the Confidential Information.

8. Public Disclosure of Business Relationship: Any public disclosure of the Purpose or business relationship between the Parties is prohibited without the prior written approval of both Parties.

9. Remedies: Each Party shall notify the other Party in writing of any discovered or suspected misuse or unauthorized disclosure of Confidential Information, and cooperate with the other Party in every reasonable way to assist in regaining possession of the Confidential Information and protect it from further unauthorized use.

Any dispute or disagreement arising out of this Agreement shall be resolved by binding arbitration. Such matter or disagreement shall be submitted for decision to an arbitrator with expertise in the subject matter to be arbitrated. The arbitrator shall be selected and shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision and award rendered by the arbitrator shall be final and binding. Judgment upon any award may be entered in any court having competent jurisdiction thereof. Any arbitration pursuant to this Agreement shall be held in Indianapolis, Indiana, or such other place as may be mutually agreed upon in writing by the Parties. The prevailing Party in any action to enforce this Agreement shall be entitled to actual costs and reasonable attorneys' fees.

Each Party may seek judicial relief for the sole purpose of obtaining a temporary restraining order, preliminary injunction and/or permanent injunction against a breaching Party who commits a material breach of this Agreement. In this regard, the Parties acknowledge, without limiting the application of any other provision of this Agreement that a breach of Section 2, Section 3, Section 4, or Section 8 of this Agreement shall constitute a material breach and that such breach will cause irreparable harm to the non-breaching Party for which monetary damages may not be adequate. An action for equitable relief, including but not limited to injunctive relief and monetary damages may be brought in either state or federal court and venue shall be proper only in the circuit or superior courts for Indianapolis, Indiana or the Federal District Court for the Southern District of Indiana and each Party hereby expressly consents to personal jurisdiction and venue in such state and federal courts.

Miscellaneous

10. This Agreement imposes no obligation on either Party to disclose information, or to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

11. Both Parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

12. This Agreement does not create any agency or partnership relationship. The Parties agree that during, and for a period of one (1) year after the termination of any discussions between the Parties regarding the Purpose, neither Party will directly or indirectly solicit any employee, director, vendor, customer or officer of the other Party to provide services to or be employed by the other Party. Notwithstanding the foregoing, this provision shall not apply to employees responding on their own to general solicitations of employment advertised by either Party.

13. All additions, modifications or waivers of this Agreement must be made in writing and must be signed by both Parties.

14. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflicts of law provisions.

15. The Company may pass Confidential Information to its Affiliates in which event such Affiliate(s) may only use Confidential Information to the same extent Recipient is permitted to do so according to this Agreement. Recipient must inform all of its Affiliates, employees, consultants, and advisers to which it passes Discloser's Confidential Information of all rights, obligations, and restrictions inherent in this Agreement, and assumes responsibility for

compliance of such persons.

16. Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition, consolidation, internal restructuring, or sale of all or substantially all of its assets.

17. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

18. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

19. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original. For purposes of executing this Agreement, a document signed, scanned and transmitted by email shall be treated as an original document. The signature of any Party on any document transmitted by email (or otherwise signed electronically by means meeting the requirements of the Electronic Signatures in Global and National Commerce Act of 2000) shall be considered an original signature, and the document transmitted shall be considered to have the same binding effect as a document containing an original signature.

20. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement or any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged.

All notices referring to this Agreement must be given in writing and be personally delivered or sent by receipted overnight courier, receipted facsimile transmission, or registered or certified mail (return receipt requested) to the address below.

21. In the event that the Parties enter into any future contractual relationship with respect to the Purpose evidenced by a written agreement (the "Future Agreement"), and the terms of such Future Agreement include confidentiality and non-disclosure provisions, then, to the extent that the terms of the Future Agreement conflict with this Agreement, the terms of the Future Agreement shall control.

DynamoEdge Inc.

Name: Barbara Bessolo

Title: CEO

Effective Date: May 1st, 2024

Participant:

Name: Ankit Kumar

Title: Technical Intern

Date: May 1st, 2024

Mutual Non-Disclosure Agreement

DynamoEdge Inc.

Address: Shiv Kumari pahad, Kahgalgon, Bhagalpur, Bihar,
813203, India