Document: NON-DISCLOSURE AGREEMENT **Effective Date:** 05 November 2026

1. Definitions

1.1 "Confidential Information" means all information, in whatever form (oral, written, electronic, visual, or physical), disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

Source code, algorithms, system architecture, software documentation, and development methodologies

Business strategies, plans, financial data, pricing structures, and revenue figures

Client lists, prospect data, customer information, and marketing plans

Trade secrets, proprietary technology, inventions, and research findings

Login credentials, API keys, security protocols, and access configurations

Project specifications, wireframes, design prototypes, and technical requirements

Employee details, contractor arrangements, and organisational structure

Any information marked as "Confidential," "Proprietary," or "Restricted" or that a reasonable person would understand to be confidential by its nature

1.2 "Disclosing Party" means WENGS Solutions LLP and its partners, employees, and authorised representatives.

1.3 "Receiving Party" means the Client and its directors, officers, employees, contractors, and agents who receive Confidential Information.

1.4 "Purpose" means the evaluation, negotiation, discussion, or execution of a business relationship or project engagement between the parties.

1.5 "Representative" means a party's employees, contractors, legal advisors, or financial advisors who have a strict need to access the Confidential Information for the Purpose.

2. Confidentiality Obligations

2.1 The Receiving Party agrees to:

Hold all Confidential Information in strict confidence with at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care

Not disclose, share, publish, transmit, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party

Use Confidential Information solely for the Purpose and for no other use whatsoever

Restrict access to Confidential Information only to its Representatives who have a strict need to know and who are bound by written confidentiality obligations at least as protective as this Agreement

Implement and maintain reasonable technical and organisational security measures to protect Confidential Information from unauthorised access, use, disclosure, or destruction

Not copy, reproduce, or reverse-engineer any Confidential Information except as strictly necessary for the Purpose

2.2 Breach Notification. The Receiving Party shall notify the Disclosing Party in writing within forty-eight (48) hours of discovering any actual or suspected unauthorised access, use, or disclosure of Confidential Information.

3. Exclusions from Confidential Information

3.1 The obligations in Clause 2 do not apply to information that the Receiving Party can demonstrate with written evidence:

3.1.1 Public Domain: Is or becomes publicly available through means other than a breach of this Agreement by the Receiving Party

3.1.2 Prior Knowledge: Was already known to the Receiving Party at the time of disclosure, as evidenced by contemporaneous written records predating disclosure

3.1.3 Independent Development: Is independently developed by the Receiving Party without access to, use of, or reference to the Confidential Information

3.1.4 Third-Party Disclosure: Is received from a third party who has the right to disclose it without restriction

3.2 Burden of Proof. The Receiving Party bears the full burden of proving that any information falls within an exclusion in Clause 3.1.

4. Permitted Disclosures

4.1 Legal Requirement. The Receiving Party may disclose Confidential Information to the minimum extent required by applicable law, regulation, or valid court order, provided that:

4.1.1 The Receiving Party gives the Disclosing Party prompt written notice to allow the Disclosing Party to seek a protective order

4.1.2 The Receiving Party cooperates fully with the Disclosing Party's efforts to resist or limit disclosure

4.1.3 The disclosure is limited to the minimum amount legally required

5. Return or Destruction of Materials

5.1 Upon written request by the Disclosing Party, or upon termination of the business relationship, the Receiving Party shall, within ten (10) Working Days:

5.1.1 Return to the Disclosing Party all Confidential Information in tangible form

5.1.2 Permanently delete all electronic copies of Confidential Information

5.1.3 Provide a written certification confirming that such return and/or destruction has been completed

5.2 Archival Exception. The Receiving Party may retain one secure archival copy of Confidential Information solely to comply with legal or regulatory obligations.

6. Term and Survival

6.1 Term. This Agreement commences on the date the Receiving Party first receives Confidential Information and continues for a period of five (5) years from the date of last disclosure.

6.2 Post-Term Survival. The obligations of confidentiality shall survive termination and continue for a period of ten (10) years from the date of last disclosure for all Confidential Information that does not qualify as a trade secret.

6.3 Trade Secret Protection. Confidential Information that constitutes a trade secret shall remain protected indefinitely, for as long as it retains trade secret status.

7. No Licence or Rights

7.1 Nothing in this Agreement shall be construed as granting the Receiving Party any licence, right, title, or interest in or to any Confidential Information.

7.2 All Confidential Information disclosed under this Agreement remains the exclusive property of the Disclosing Party.

8. Remedies for Breach

8.1 Injunctive Relief. The Receiving Party acknowledges that any breach or threatened breach of this Agreement will cause the

Disclosing Party irreparable harm. The Disclosing Party shall be entitled to seek immediate injunctive relief without the requirement to post a bond.

8.2 Damages. In addition to equitable relief, the Disclosing Party shall be entitled to recover all damages, losses, costs, and expenses (including reasonable legal fees) arising from any breach.

8.3 Indemnity. The Receiving Party shall indemnify and hold harmless the Disclosing Party from any claims, damages, and expenses arising from the Receiving Party's breach.

9. Non-Solicitation

9.1 During the term of this Agreement and for a period of twelve (12) months after its expiry, the Receiving Party shall not, directly or indirectly:

9.1.1 Solicit, recruit, or engage any employee or contractor of the Disclosing Party

9.1.2 Use Confidential Information to approach, solicit, or divert any client or prospect of the Disclosing Party

10. General Provisions

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to confidentiality.

10.2 Amendments. No amendment to this Agreement is valid unless made in writing and signed by authorised representatives of both parties.

10.3 Severability. If any provision is held invalid, the remaining provisions continue in full force.

10.4 Waiver. No failure or delay in exercising any right hereunder constitutes a waiver of that right.

11. Governing Law and Jurisdiction

11.1 This Agreement is governed by and construed in accordance with the laws of the Republic of India.

11.2 Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi, India.

Computer-generated and digitally signed document; physical signature/stamp may be applied if required

FOR WENGS SOLUTIONS LLP

Digitally Signed By

RJ Raawat

Principal Engineer · Software & R&D

WENGS Solutions LLP

05 Nov 2026, 13:46:27 IST

Computer-generated and digitally signed

FOR THE CLIENT

_____

Authorized Signatory

Name: _____

Designation: _____

Date: 05 Nov 2026

(Please affix official stamp)