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### NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into on this 20th day of September, 2025,

#### BETWEEN:

1. **"Innovate Corp"** (hereinafter referred to as the "Disclosing Party"), a company with its principal office at 123 Tech Park, Bangalore, India.

#### AND

2. **"Service Solutions Ltd."** (hereinafter referred to as the "Receiving Party"), a company with its registered office at 456 Industrial Area, Chennai, India.

**WHEREAS** the Disclosing Party possesses certain valuable, proprietary, and confidential technical and business information which it wishes to disclose to the Receiving Party for the sole purpose of evaluating a potential strategic partnership ("the Purpose").

#### IT IS HEREBY AGREED AS FOLLOWS:

**1. Definition of Confidential Information** "Confidential Information" shall mean any and all information, in any form, whether tangible or intangible, furnished or made available by the Disclosing Party to the Receiving Party. This includes, but is not limited to, business plans, strategies, customer lists, financial data, product designs, software, source code, algorithms, and any other materials. Furthermore, Confidential Information shall also include any analysis, notes, compilations, or other documents prepared by the Receiving Party or its representatives which are derived from, could potentially relate to, or result from the business of the Disclosing Party, regardless of whether it was directly disclosed.

**2. Obligations of Receiving Party** The Receiving Party shall hold all Confidential Information in the strictest confidence and shall not disclose, publish, or disseminate it to any third party without the express prior written consent of the Disclosing Party. The Receiving Party shall be held fully and solely responsible for any breach of this agreement by its employees, agents, affiliates, or any other party that gains access to the information through the Receiving Party, whether such access was authorized or unauthorized.

**3. Exclusions from Confidential Information** Confidential Information shall not include information that the Receiving Party can prove with irrefutable and independently verifiable written evidence was already in its rightful possession prior to the execution of this agreement, free of any obligation of confidence.

**4. Term and Termination** The obligations of confidentiality and non-disclosure under this Agreement shall commence on the effective date and shall continue in perpetuity. The Disclosing Party reserves the right to terminate this Agreement at any time, for any reason or no reason, by providing immediate written notice. The Receiving Party possesses no right to terminate this Agreement under any circumstances. Upon any termination, all obligations of confidentiality imposed herein shall survive indefinitely.

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**5. Return of Information** Upon the Disclosing Party's written request at any time, the Receiving Party must promptly return or, at the Disclosing Party's direction, destroy all documents and materials containing Confidential Information, including all copies thereof, within three (3) business days of receiving such notice.

**6. Remedies & Liability** The Receiving Party acknowledges that any breach of this Agreement will cause irreparable and continuing harm to the Disclosing Party, for which monetary damages would be an inadequate remedy. The Disclosing Party shall therefore be entitled to seek immediate injunctive relief to prevent any breach, without the necessity of proving actual damages or posting a bond. Furthermore, the Receiving Party agrees that it shall be **liable for any and all direct, indirect, consequential, special, and punitive damages** arising from any breach of this agreement, **without any limit or cap on liability**.

**7. Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of India. The choice of courts and the exclusive jurisdiction for any dispute, claim, or controversy arising out of or relating to this Agreement shall be determined at the **sole and absolute discretion of the Disclosing Party** at the time such dispute arises.

**8. Intellectual Property** Any and all ideas, inventions, improvements, or discoveries developed by the Receiving Party that result from or are suggested by any Confidential Information shall be the sole and exclusive property of the Disclosing Party. The Receiving Party hereby agrees to assign all rights, title, and interest in such developments to the Disclosing Party without any additional consideration.

**9. General Provisions** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No failure or delay by the Disclosing Party in exercising any right hereunder shall operate as a waiver thereof.

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

**FOR INNOVATE CORP:**

(Authorized Signatory)

**FOR SERVICE SOLUTIONS LTD.:**

(Authorized Signatory)