



NONDISCLOSURE AGREEMENT

This Agreement is entered into as of 02-10-2024 ("Effective Date"), between **ThinkBig Applications LLP("Disclosing Party")**, a company incorporated under the laws of India, having its principal office at [#505, SY NO 74,2nd floor,25th main road, Mariswamy layout, Agara, HSR LAYOUT 1st SECTOR, Bangalore-566102] and **Crag Edge Technologies("Receiving Party")**. [1st floor, Divine heights, kranthi nagar colony, Rd Number 1, Bachupally, Hyderabad, Telangana 500090].

WHEREAS, ThinkBig and Crag Edge (hereinafter referred to as the party and/or the parties), wish to have discussions on and explore possibilities for cooperation in the field of research and development of **Projects**, and consequently will exchange certain proprietary information relating to their respective know-how, products and businesses for the purpose of evaluating a possible collaboration;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. "Confidential Information" shall mean any and all confidential or proprietary information, know-how and data, technical or non-technical, disclosed or provided by one party to the other, whether in oral, written, graphic, photographic, electronic or any other form and that is marked or identified as confidential in accordance with paragraph 2. below. Confidential Information does not include subject matter and information:
 - a. that is or becomes generally known or available to the public without breach of this Agreement;
 - b. that is known to the receiving party at the time of disclosure as evidenced by written records of the receiving party;
 - c. that is known or independently developed by the receiving party without reliance upon the disclosing party's Confidential Information and can be proven as such through written records of the receiving party; or
 - d. that is disclosed to the receiving party in good faith by a third party who has an independent right to such subject matter and information.
2. All information disclosed in tangible form under this Agreement shall be conspicuously marked in writing as "Confidential Information". All information disclosed in oral or other intangible form shall be identified as confidential at the time of disclosure and confirmed in written summary form marked "Confidential Information" and transmitted to the receiving party within 30 days of its disclosure. Each party retains the right to refuse receipt of written material which it does not consider to be essential to the completion of the project or which it believes to be improperly designated as Confidential Information, or for any other reason.
3. The parties agree to hold in confidence and withhold from third parties any and all Confidential Information disclosed by one party to the other, on or after the Effective Date of this Agreement, and to use Confidential Information only for the purposes set forth in this Agreement, unless the originating party agrees in writing to a change of purpose. Notwithstanding the foregoing, receiving party may disclose the applicable portion of Confidential Information that is required to be disclosed pursuant to a valid order of a court or other governmental body, provided that to the extent that it may lawfully do so, receiving party shall first have given notice to disclosing party and a reasonable opportunity to object or obtain a protective order.
4. Each receiving party agrees to take reasonable and appropriate measures to safeguard any Confidential Information received from the disclosing party from unauthorized use, publication or disclosure to others, and to limit access to Confidential Information to those employees or agents within the receiving party's organization who reasonably require such access in order to accomplish the purposes stated above and that are bound by obligations of confidentiality similar to those of the present Agreement. The above obligations relating to use and disclosure shall be satisfied by the



receiving party affording the Confidential Information the degree of care normally used by the receiving party in the protection of its own Confidential Information of like quality, but in any event, no less than reasonable care.

5. Unless otherwise specified in writing, all Confidential Information remains the disclosing party's property. Immediately upon request of the disclosing party or within thirty (30) days from the date of termination or expiration of this Agreement, the receiving party agrees to cease using the Confidential Information and to return or destroy all Confidential Information received from the disclosing party. Each party shall be permitted to retain one copy of the other party's written Confidential Information, which the receiving party may keep solely to monitor its obligation under this Agreement.

6. The term of this Agreement shall be for one (1) year from the Effective Date ("Expiration"). The receiving party shall hold all Confidential Information as confidential for two (2) years from the date of Expiration.

7. Neither party shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity, advertising or other commercial purposes without prior written approval of the other party.

8. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Confidential Information. No license, right or options under any patent, copyright, trademark, mask works, or equivalent rights are granted by this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflicts of law principles.

10. This Agreement constitutes the entire understanding between the parties regarding confidentiality of the information disclosed in connection with the Purpose and supersedes all prior agreements, understandings, and discussions.

The foregoing has been agreed to and accepted by authorized representatives of each party whose signatures appear below.

Disclosing Party:

ThinkBig Applications LLP

By: Tsun Prasad

Name: Tubati Shankar

Title: [Your Title]

Date: 2/10/2024

Receiving Party:

Crag Edge Technologies

02-10-2024

X

Roja Gopu

CEO, Cragedge Technologies OPC India pvt ltd

Signed by: 26307a20-be7f-4ab8-8d8e-4b1fb6e05e46

Date: 02-10-2024