

NON-DISCLOSURE AGREEMENT

This One-Way Non-Disclosure Agreement (“Agreement”) is entered into and agreed upon by and between you (the “Receiving Party” or “Recipient”), whether an individual or legal entity, and 42Gears Mobility Systems Pvt. Ltd., having its registered office at 1st Floor, 2B, AMR Tech Park, Hosur Main Road, Bommanahalli, Bangalore – 560068, Karnataka, India (hereinafter referred to as the “Disclosing Party” or “Discloser”).

This Agreement will govern all Confidential Information shared by the Disclosing Party or any of its subsidiaries or affiliates to the Receiving Party in connection with the purpose communicated or agreed between the parties. For the purposes of this Agreement, the Disclosing Party has agreed to disclose its Confidential Information (as defined hereunder), subject to the terms and conditions contained herein and desires the Receiving Party to treat the said Confidential Information as confidential.

1. Confidential Information: Confidential Information means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether oral, written, electronic, or in any other form, that is not generally known to the public, including, but not limited to information that relates to software, technical/ financial/ marketing/ customer/ business information, specifications, analysis, designs, drawings (including product’s workflow and architecture), all or any data shared during the audit process and assessment (including third party audits), pricing, trade secrets, products, services, policies, and procedures, tools, methods, diagrams, prototypes, samples, VAPT Reports (“Vulnerability Assessment and Penetration Testing”) (either interim or final), security and audit reports (including third party SOC reports), trade secrets and any other proprietary information that may be disclosed between the parties whether orally or in writing. All information relating to vulnerabilities that you become aware of through the discussions and any other vulnerabilities received by the Receiving Party through any third parties against 42Gears Products and Services is considered confidential (“Confidential Information”).

Confidential Information shall also include any copies, extracts, summaries, or derivations of such information, and all analyses, compilations, studies, or other documents prepared by the Receiving Party that contain or are based on such Confidential Information. The Receiving Party acknowledges and confirms the confidential and sensitive nature of all information, documents and material that (i) may be disclosed or made available to the Receiving Party by the Disclosing Party or its employees/ representatives/ advisors/ Consultants (ii) Receiving Party may process

or arrive at during the course of the discussion; (iii) Receiving Party may have come across during its discussions with the Disclosing Party; and (iv) All enquiries, negotiations and discussions between the parties relating to the vulnerability disclosures and VAPT Reports (all the information referred to above is hereinafter referred to as the “Confidential Information”).

VAPT Reports means any or all information derived from the assessment process describing the Disclosing Party’s environment, including but not limited to the description of systems, infrastructure, processes, physical conditions, safeguards, vulnerabilities, exposures and remedial measures.

For avoidance of doubt, Confidential Information shall remain protected irrespective of whether it is marked or identified as “confidential”, where its confidential nature would reasonably be understood from the nature of the information or the circumstances of disclosure.

2. Confidential Obligations: The Receiving Party shall maintain confidentiality of the Discloser’s Confidential Information with reasonable care and discretion and no less than the degree of care used to protect its own Confidential Information to prevent:

- a. The Receiving Party shall take reasonable measures to protect Confidential Information shared including the VAPT Reports and shall refrain from sharing it to any third party, contractors, partners, customers or any unauthorized party except as expressly permitted under Clause 3(b) below or where disclosure is required by applicable law.
- b. The Receiving Party may disclose Confidential Information, on a need-to-know basis and solely for the purpose, to its affiliates, directors, officers, employees, professional advisors, auditors, consultants, contractors, subcontractors, prospective customers, existing customers, tendering/procurement authorities or other third parties (collectively, “representatives”), provided that such representatives are subject to confidentiality obligations no less protective than those contained herein. The Receiving Party shall remain responsible for any breach of this Agreement by its representatives.

Where disclosure is required for a tender, bid, procurement process, customer security assessment, audit, regulatory requirement or similar legitimate business purpose, the Receiving Party may disclose the minimum Confidential Information reasonably necessary for such purpose.

- c. The Receiving Party without written authorization shall not publish, reveal, transfer or otherwise disclose the VAPT Reports shared and shall keep such or any information about discovered vulnerabilities confidential in accordance with this Agreement.

- d. Any information received or collected about 42Gears through the VAPT Reports must be kept confidential and only used in connection with the intended purpose in writing between the parties.
- e. Treat the vulnerability report and any other vulnerabilities received from any third party as Confidential Information and not disclose these VAPT Reports to any third person (except disclosure to 42Gears) any such information until public disclosure is mutually agreed upon with 42Gears.
- f. The Receiving Party shall not use the Confidential Information for any purpose other than the purpose and shall not use the Confidential Information for its own commercial benefit or for the benefit of any third party except as expressly permitted under this Agreement.

3. Exceptions: Confidential Information shall not include the following:

- a. Information demonstrably known to the Recipient prior to its disclosure by the Discloser, as evidenced by the Recipient's contemporaneous written records;
- b. Information available in the public domain without any fault of the Recipient;
- c. Information independently developed by the Recipient without use of or reference to Confidential Information, as demonstrated by contemporaneous written records;
- d. Information disclosed by a third party to the Recipient without any confidentiality obligation;
- e. Information required to be disclosed by applicable law, regulation, court order or governmental/regulatory authority, provided that, to the extent legally permitted, the Recipient gives the Disclosing Party prompt written notice and reasonably cooperates with the Disclosing Party in seeking protective measures.

4. No Warranty: The Confidential Information disclosed hereby is disclosed "as is" without any warranty, responsibility or liability of any manner including that of warranty of fitness for a particular purpose. The Recipient understands and agrees that there is no license or rights granted by 42Gears by any implication, estoppel, or otherwise to Recipient pursuant to this Agreement to use any Confidential Information for any purpose other than for the purpose for disclosure by 42Gears. This Agreement imposes no obligation on the Disclosing Party to share any Confidential Information or get into any contractual arrangement with the Receiving Party. Except as expressly stated in this Agreement, no rights or licenses, whether

express or implied, are granted to the Recipient in or to the Confidential Information or any intellectual property rights therein.

5. **Ownership:** All Confidential Information will remain the exclusive property of the Disclosing Party. Recipient will not use any trade name, trademark, logo or any other proprietary rights of the Disclosing Party (or its affiliates) in any manner without prior authorization of such use by an authorized representative of such Disclosing Party.
6. **Injunctive Relief:** Recipient acknowledges that breach or threatened breach of any provisions of this Agreement including but not limited to unauthorized and improper disclosure of Confidential Information may cause irreparable damages to the Discloser, therefore Discloser shall be entitled:

(a) to equitable relief including injunctive relief/temporary restraining order in addition to all other remedies available under law in case of unauthorized and improper disclosure, and

(b) to be indemnified by the Receiving Party from any loss or harm, including but not limited to attorney's fees, arising out of or in connection with any breach or enforcement of the Receiving Party's obligations under this Agreement or the unauthorized use or disclosure of the Disclosing Party's Confidential Information.

The Recipient shall not reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code, algorithms, underlying technology or trade secrets from any software, product, prototype or technical material provided as Confidential Information, except to the extent expressly authorized in writing by the Disclosing Party or permitted by applicable law.

7. **Term and Termination:** This Agreement will remain in effect for twelve (12) months from the Effective date. Either party may terminate this Agreement by providing a fifteen (15) days' written notice to the other party before the end of the Term. A Receiving Party's obligation to maintain confidentiality will remain in effect for three (3) years from the date of disclosure and will survive termination of the Agreement. Upon termination, or earlier at the request of the Discloser at any time, Recipient will promptly return all Confidential Information and copies, reproductions, summaries, or extracts, thereof to the Discloser. At the Discloser's request, Recipient shall destroy such Confidential Information and certify the same in writing by an authorized signatory of the Recipient. Notwithstanding the foregoing, obligations relating to trade secrets, security credentials, vulnerabilities, VAPT Reports and other Confidential Information that remains

confidential by its nature shall continue for so long as such information remains confidential or constitutes a trade secret under applicable law.

- 8. Audit Right:** The Disclosing Party reserves the right to audit compliance with this Agreement, including the Receiving Party's data protection practices and internal access logs, upon reasonable notice.
- 9. Data Security Commitment:** The Receiving Party shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the Confidential Information against unauthorized access or disclosure, consistent with industry standards. In the event of any suspected or actual data breach, security incident, or unauthorized disclosure involving Confidential Information, the Receiving Party shall immediately (and no later than 24 hours) notify the Disclosing Party, providing full details of the incident and any corrective actions taken.

The Receiving Party shall reasonably cooperate with the Disclosing Party in investigating, containing, mitigating and remediating any such incident and shall provide reasonable updates regarding material developments and corrective measures.

To the extent the Confidential Information contains personal data, the Receiving Party shall process such personal data only for the purpose and in accordance with applicable data protection and privacy laws. Where required by applicable law, the parties shall enter into a separate Data Processing Agreement or other appropriate data protection arrangement.

- 10. Indemnification:** The Receiving Party shall indemnify, defend and hold harmless the Disclosing Party, its affiliates, and their respective directors, officers, employees and representatives from and against any and all claims, demands, actions, losses, damages, liabilities, penalties, costs and expenses (including reasonable attorneys' fees and legal expenses) arising out of or in connection with:
- a. any breach of this Agreement by the Receiving Party or its representatives;
 - b. any unauthorized access, use, disclosure, publication, transfer or dissemination of Confidential Information by the Receiving Party or its representatives; or
 - c. any act or omission of the Receiving Party or its representatives resulting in the loss, compromise or unauthorized disclosure of Confidential Information.

The Receiving Party shall remain responsible for the acts and omissions of its representatives in relation to the Confidential Information, including where such representatives are permitted to receive or access Confidential Information under this Agreement.

The obligations under this Clause shall survive the termination or expiry of this Agreement and shall apply without prejudice to any other rights or remedies available to the Disclosing Party under this Agreement or applicable law.

11. Governing law and Jurisdiction: If the Receiving Party is a:

- a. U.S. or Canadian resident: Laws of the State of Delaware; courts of Delaware have exclusive jurisdiction;
 - b. Indian resident: Laws of India; courts in Bengaluru, India, have jurisdiction;
 - c. U.K. or EU resident: Laws of England and Wales; courts in England and Wales have exclusive jurisdiction;
 - d. Resident of any other country: Laws of India; courts in Bengaluru, India, have jurisdiction.
- The applicable governing law and jurisdiction set out above shall apply notwithstanding the location of any representative or third party to whom Confidential Information is disclosed in accordance with this Agreement.

12.No Agency: This Agreement does not create any agency or partnership relationship between the parties. This Agreement forms the entire understanding between the parties with respect to Confidential Information and supersedes any prior discussions or understandings between the parties with respect to Confidential Information. This Agreement cannot be assigned or transferred by either party without the prior written consent of the other party. Any modification to this Agreement has to be made in writing between the parties. No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.