

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into on 14 October 2026 BETWEEN Brightline Software Private Limited, having its address at 4th Floor, Tower B, Cyber Park, Sector 39, Gurugram, Haryana 122001 AND Kavach Analytics LLP, having its address at 201, Prestige Meridian, MG Road, Bengaluru, Karnataka 560001. Each is a "Party" and together the "Parties". Each Party may disclose ("Disclosing Party") and receive ("Receiving Party") Confidential Information.

1. PURPOSE

The Parties wish to share information for evaluating a possible joint development of a retail analytics product (the "Purpose").

2. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public business, technical, financial and customer information disclosed by one Party to the other, in any form, that is marked confidential or would reasonably be understood to be confidential. It does not include information that: (a) is or becomes public without breach of this Agreement; (b) was lawfully known to the Receiving Party before disclosure; (c) is received from a third party without a duty of confidence; or (d) is independently developed without use of the Confidential Information.

3. OBLIGATIONS

1. The Receiving Party shall use Confidential Information only for the Purpose.
2. The Receiving Party shall not disclose Confidential Information to anyone except its employees, advisers and contractors who need to know it for the Purpose and are bound by similar confidentiality duties.
3. The Receiving Party shall protect Confidential Information with at least the care it uses for its own confidential information, and not less than reasonable care.
4. If disclosure is required by law or by a court or regulator, the Receiving Party may disclose only what is required, after informing the Disclosing Party where lawful.

4. TERM

The obligations in this Agreement continue for three years from the date of each disclosure, and for trade secrets for as long as they remain trade secrets.

5. RETURN OF INFORMATION

On request or at the end of discussions, the Receiving Party shall return or destroy Confidential Information and confirm this in writing, except copies it must keep by law.

6. NO LICENCE AND NO OBLIGATION

No licence or ownership right is granted by this Agreement. Neither Party is obliged to enter into any further transaction.

7. REMEDIES

Each Party agrees that a breach may cause harm for which damages may not be an adequate remedy, and the injured Party may seek an injunction in addition to other remedies available in law.

8. GOVERNING LAW

This Agreement is governed by the laws of India. Courts at Gurugram shall have exclusive jurisdiction.

For Brightline Software Private Limited

Ritika Anand, Director

For Kavach Analytics LLP

Arjun Rao, Designated Partner

WITNESSES

1. Name: _____

2. Name: _____

Address: _____

Address: _____

Signature: _____

Signature: _____

Stamp duty, if payable on this document in your State: Rs. _____ (stamp paper / e-stamp No. _____)

FORMALITIES (complete only where required)

Notarised / attested on _____ by _____ Registration No. of notary _____

Registration, if required: Sub-Registrar office _____ Document No. _____