

**CONFIDENTIAL DISCLOSURE AGREEMENT (NON-DISCLOSURE AGREEMENT) &
NON-COMPETE AGREEMENT**

This Corporate Non-Disclosure (confidential) agreement is entered into and made effective as on

22 Aug 2024 between **Chirag Kohli** CEO at **NSL Infotech Pvt Ltd Mohali, India 160055** herein referred to as 'disclosing party' and Whuups Inc 16192 Coastal Hwy, Lewes, DE 19958, USA, hereinafter referred to as 'informing party' or 'disclosing party'.

Unless the informed party specifies that this agreement will apply only to a specific division or location, this agreement will apply to the participant's entire organization and association worldwide.

Whereas, 'informing party' and 'informed party' have certain confidential information which they desire to disclose confidentially to each other relating to informing party information, including but not limited to trade secrets and proprietary information about finances, marketing plans and techniques, forecasts, operational structures and methods, pricing policies, customer lists and other proprietary, private confidential business matters, all hereinafter referred to as the INFORMATION, and both parties hereby agree that this two-way exchange is for the sole purpose of evaluating potential business opportunities involving each party or one or more subsidiaries of each party.

The parties agree as follows:

1. **Information:** Each under signed party (the receiving party) understands that the other party (the disclosing party) has disclosed or may disclose information relating to the disclosing party and/or its products, which has been conspicuously marked or otherwise specifically identified as confidential or proprietary, whether oral, written, graphic or in machine-readable form, which has commercial, technical and/or other value in the Disclosing party's business and is confidential in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings, designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information) of the disclosing party. Oral statements made by either party to the other party will be considered confidential. Notwithstanding anything to the contrary herein, the existence or subject matter of this agreement, including the fact that any investigations, discussions, or negotiations are taking place concerning a possible transaction or the status thereof, or that the receiving party has received confidential information from the disclosing party shall be deemed to be confidential information. In no event shall either party disclose any aspect of the working relationship to any third party.
2. **Obligations:** The receiving party shall maintain the information received (from the disclosing party) in trust and confidence and shall not use it directly or indirectly with businesses fully or partially, owned by the disclosing party. The receiving party shall disclose the Information received by it under this Agreement only to persons within its organization who have a need to know the Information in the performance of their duties and who are bound by agreements to protect the confidentiality of the Information. For this agreement, the term employees shall include independent contractors of each party. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent-informed party, and majority-owned subsidiaries with a need to know. Any copies that are made will be identified as belonging to the disclosing party and marked 'confidential'.
3. **Obligation of confidentiality shall not extend to:** The receiving party shall not be liable for the disclosure of any confidential information, which is: Rightfully in the public domain; except other than by a breach of a duty to the disclosing party. Rightfully received from the third party without any obligation of confidentiality; Rightfully known to the receiving party without any limitation on use or disclosure before its receipt from the disclosing party; Independently developed by the employees of the receiving party; Generally made available to third parties by the disclosing party without