

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of **25 May 2026** (the "Effective Date"), by and between **Iris Labs Pvt Ltd** and **Kaveri Robotics Pvt Ltd**. Iris Labs Pvt Ltd and Kaveri Robotics Pvt Ltd may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Parties intend to engage in discussions and evaluations regarding a potential AI automation partnership (the "Purpose");

WHEREAS, in the course of such discussions, it may become desirable or necessary for either Party (the "Disclosing Party") to disclose certain proprietary and confidential information to the other Party (the "Receiving Party"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definition of Confidential Information.** "Confidential Information" means any and all non-public, proprietary, or confidential information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or by inspection of tangible objects, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, technical data, trade secrets, know-how, software, source code, algorithms, business plans, customer lists, and financial information.
2. **Exclusions from Confidential Information.** The obligations of confidentiality under this Agreement shall not apply to any information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure.
3. **Obligations of the Receiving Party.** The Receiving Party agrees to: (a) hold the Confidential Information in strict confidence; (b) not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party; (c) use the Confidential Information solely for the Purpose; and (d) restrict access to the Confidential Information to its employees, officers, directors, and advisors who have a need to know such information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.

4. **Return or Destruction of Materials.** Upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the Disclosing Party's Confidential Information, or, at the Disclosing Party's option, destroy all such materials and provide a written certification of destruction.
5. **No License or Rights Granted.** Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, mask work right, or copyright of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.
6. **Term and Termination.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years. The Receiving Party's obligations with respect to Confidential Information disclosed during the term of this Agreement shall survive for a period of three (3) years following the expiration or termination of this Agreement, except for trade secrets, which shall remain confidential for as long as they qualify as trade secrets under applicable law.
7. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Bengaluru, Karnataka, India.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

Iris Labs Pvt Ltd

Kaveri Robotics Pvt Ltd

Signature

Signature

Name

Name

Title

Title

Date

Date