

EMPLOYEE NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is made and effective this _____ (Date)

BETWEEN: _____ (the “**Insourced**”), an individual holding PAN No _____
residing at _____

AND: **Ola Electric Mobility Pvt Ltd** (the “**Company** or **OLA**”), a Company registered under the Companies Act, 1956 and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 7th Main Road, 100 Feet Road, Koramangala, Bangalore – 560034, India.

In consideration of your employment with the Company and disclosure by the Company of confidential and trade secret information, the undersigned Employee covenants and agrees as follows:

1. CONFIDENTIALITY

The Employee acknowledges that in the course of the Employee’s employment with the Company, the Employee will be exposed to the valuable confidential and trade secret information of the Company. The Employee agrees to treat all such information as confidential and take all necessary precautions against disclosure of such information to third parties during the Employee’s employment with the Company and after the termination of such employment of the Employee

The Employee acknowledges that trade secrets of the Company will consist of, but will not be necessarily limited to:

- a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects, etc.
- b) Business information: Customer lists, pricing data, source of supply, financial data and marketing, production, business plans, or merchandising systems or plans.

2. USE

The Employee shall not use the Company’s confidential and trade secret information, except to the extent necessary to provide services or goods required by the Company and shall abide by the terms of this Agreement at all times.

3. OBLIGATIONS

The Employee shall make full and true disclosure in writing to the Company of any direct or indirect interest or benefit he/she has derived or is likely to derive through or in connection with any contractual

arrangements, dealings, transactions or affairs of the Company or its affiliates or any transactions which are or are likely to be detrimental to the Company’s interest.

The Employee also acknowledges that use of the confidential and trade secret information contrary to the provisions of this Agreement constitutes, among other things, criminal breach of trust in terms of the provisions of the Indian Penal Code, 1860.

The provisions of the Agreement for the protection of confidential and trade secret information shall apply notwithstanding that the Employee has unauthorized or inadvertently obtained access to or otherwise come into possession of such confidential or trade secret information.

In order to secure or preserve confidential or trade secret information, the Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

4. ENFORCEMENT

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any competent court. The Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that monetary damages will not provide an adequate remedy to the Company. In addition, the Company shall have any other rights and remedies at law or in equity.

5. TERMINATION

All material furnished to the Employee by the Company, and all materials prepared by the Employee in connection with the Employee's employment with the Company, including without limitation, documents, models, source code, designs, flowcharts and listings, along with all copies made thereof, shall be returned promptly to the Company upon termination of the Employee's employment by Company. The Employee shall not retain or make copies of the confidential information that were in his possession during the term of his employment. Notwithstanding the foregoing, the Employee's duty to hold in confidence the confidential or trade secret information that was disclosed during term shall remain in effect indefinitely.

6. OWNERSHIP

The Employee agrees that all developments made and works created by the Employee or under the Employee's direction in connection with the Company assignments, using Company's technical information and/or business information during or after the Employee's employment shall be the sole and absolute property of the Company, that any and all copyrights and other propriety interests therein shall belong to the Company, and that the other provisions of this Agreement shall fully apply to such developments and works.

7. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of India without having regard to any conflict of laws principles.

8. INDEMNIFICATION

The Employee hereby agrees to indemnify and hold harmless the Company and/or their Affiliates and each of their respective directors, observers, officers, representatives, employees and agents (individually an "**Indemnified Party**") and collectively the "**Indemnified Parties**") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, diminution in value, costs (including reasonable attorneys' fees and disbursements) and expenses to which any Indemnified Party may become subject (collectively, "**Losses**"), borne, paid and/or

suffered by any of the foregoing persons which directly arise out of, or results from, relate to or may be payable by virtue of the events or circumstances described below ("**Indemnifying Events**").

- a. any default or breach of any covenants, obligations, responsibilities etc. by the Employee under this Agreement or any other agreement or contract which the Employee may enter into with the Indemnified Party/ies;
- b. any action or claim which may be initiated or brought against the Employee by virtue of which the Indemnified Party/ies is held liable;
- c. any fraud, willful misconduct, misrepresentation or negligence by the Employee; or
- d. any other action or conduct of the Employee which, in the sole opinion of the Company, has adversely affected the reputation or market position of the Indemnified Party/ies.

9. BINDING AGREEMENT

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This Agreement shall be binding upon and injure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed at [**PLACE OF EXECUTION**] on the date indicated below.

COMPANY**EMPLOYEE****Authorized Signatory****Employee Signature****Balachander N****Name:****CHRO – OLA Electric****Date:**