**iBoss Tech Solutions Information Security Management System Software Division** NON-DISCLOSER AGREEMENT NEW EMPLOYEE

CONFIDENTIALITY AND INTELLECTUAL PROPERTY UNDERTAKING

I, the undersigned, ……ANAND PRAKASH……………………................... shall for the duration of/ or after the provision of my services to iBoss (the “Services”), under the framework of the Agreement, make the following undertakings:

# CONFIDENTIAL INFORMATION

* 1. I understand that during my employment, before or after the date of this undertaking, certain trade secrets of the Company, associate Companies, clients and their business transactions may be disclosed to me. The said trade secrets shall include but not necessarily be limited to:
     1. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, softwares, distribution channels, computer programs and research projects or marketing studies.
     2. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or any business plan, investors data, progress reports of Company, its holding or subsidiary companies or any of its associate enterprises.
     3. Investment and Expansion Plans: The information regarding Investors, potential investors, shareholders, reports shared with shareholders and investors, business plans, products planned, product launches, presentations to investors, potential investors and shareholders shall be strictly confidential and company secrets.
     4. Confidential information: All oral information and all electronic and written data, reports, interpretations, forecasts and records and other written information and documents that are furnished or otherwise disclosed to the me, whether furnished or otherwise disclosed and regardless of the manner in which it is furnished, together with all analyses, compilations, studies or documents, records or data prepared by the Company or any of its Representatives and their clients that contain or otherwise reflect or are generated from such information and documents.
  2. I shall not make use of or divulge to any person any information of the above-mentioned secret or confidential information:
     1. concerning the business of IBOSS or any subsidiary and/or holding company of iBoss and which comes to my knowledge during the course of or in connection with the provision of the Services; or
     2. concerning the business of any person having dealings with IBOSS which is obtained

directly or indirectly in circumstances in which IBOSS is subject to a duty of confidentiality in relation to that information,

# unless such information is:

* + 1. used or disclosed in the proper performance of the Services or with prior written consent of IBOSS; or
    2. ordered to be disclosed by a court of competent and applicable jurisdiction or otherwise required to be disclosed by law.
  1. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or temper or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement. Failing to follow the above mentioned, the company has the full right to take Civil and Criminal legal action against me under Information Technology ACT 2000 and other relevant acts and laws.
  2. I agree that my obligations under this clause shall continue to apply after the termination of the Services. Each of those clauses is enforceable independently of the others and its validity shall not be affected if any of the others is unenforceable to any extent.

# INTELLECTUAL PROPERTY

* 1. I understand that "Intellectual Property Right" means a process, invention, improvement, utility model, trade mark, service mark, business name, copyright, design right, patent, knowhow, trade secret or any artefacts resulting out of provision of Services under the Order and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:
     1. relates to or is useful in connection with the business or any product or service of IBOSS; and
     2. is invented, developed, created or acquired by me (whether alone or jointly with any other person) during the currency of the Services.
  2. I agree that I will not send electronically or through hard copies of artefacts (including but not limited to process documents, requirements document, design documents or source code, business plans, investment or expansion plans) outside IBOSS.
  3. In consideration of the Consideration paid to me in relation to the Services, I hereby assign to IBOSS (by way of present assignment of future rights where applicable) all Intellectual Property Rights and any similar rights (whether in existence now or coming into existence at any time in the future) in any materials, works or productions edited, created, produced or developed by me (either individually or otherwise) in the performance of the Services.
  4. I agree to waive all my moral rights I may have in respect of any materials, works or productions edited or developed in the provision of the Services.
  5. I shall promptly advise IBOSS in confidence full particulars of any Intellectual Property Right I have created or developed in the course of the Services and I shall not use, disclose to any person or exploit any Intellectual Property Rights belonging to IBOSS without IBOSS’s prior written consent.
  6. I will, at IBOSS request and expense, do all such things and prepare and sign such documents and instruments as may be necessary or desirable to enable IBOSS or its nominee to obtain protection of any Intellectual Property Rights vested in IBOSS in any part of the world and to enable IBOSS to exploit any Intellectual Property Rights to the best advantage.
  7. I hereby irrevocably appoint IBOSS to be my attorney in my name on my behalf to sign any instrument or do anything and generally to use my name for the purpose of giving to IBOSS or its nominee the full benefit of the provisions of this clause. A certificate in writing signed by any director or the secretary of IBOSS that any instrument or act falls within the authority conferred by this clause will be conclusive evidence that such is the case.
  8. I will surrender to IBOSS at any time on demand all tangible items of intellectual property relating to the business or any product or service of IBOSS in my possession or control. I will not make or retain an unauthorised copy or other record of such intellectual property.
  9. I agree that my obligations under this clause will continue to apply after the termination of the Services. Each of those obligations is enforceable independently of each of the others and its validity will not be affected if any of the others is unenforceable to any extent.

# SOCIAL MEDIA/NETWORKING AWARENESS

* 1. I understand that I should be aware of the effect that my actions may have, on my own as well

as on iBoss’ image, of the content that I post on my Social Media Network. I further understand that the information that I post or publish may remain public information for a long time.

* 1. On the basis of the above understand, I undertake that I will use my best judgment in posting material that is neither inappropriate nor harmful to iBoss, its employees, or clients/customers, even indirectly. Further, I shall not disclose commercially sensitive & confidential information on any platform. In case I have a doubt whether a particular information falls in this category or not, I shall discuss it with my reporting manager before posting any such material/information.
  2. I shall not post anything that my colleagues, iBoss’ customers, clients, business partners, investors, suppliers or vendors will find offensive, insulting, obscene and/or discriminatory.
  3. I further undertake that I shall not allow the personal use of social media platforms to interfere with my official commitments & day-to-day works.

# COVENANT NOT TO COMPETE

* 1. During my employment and for a period of 2 years after termination of my employment with iBoss, I agree not to engage in any business competitive with any business of iBoss without iBoss's prior written consent.
  2. After termination of my employment with iBoss, I agree that if I engage in employment or other activities independently or after association with others in any business competitive with any business of iBoss or any business which may reasonably be expected to compete with any business of iBoss, I will duly inform the new prospective employer or association that I cannot divulge any secrets or Confidential or Proprietary Information that have come to my knowledge during my employment with iBoss.

# RETURN OF DOCUMENTS AND OTHER MATERIALS

Upon termination of the Services for whatever reason or at IBOSS’s request, I will deliver to IBOSS forthwith all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, access codes, passwords, and all other materials & property (both originals, copies and electronic soft copies) relating to the business of IBOSS or its clients or people IBOSS has dealings with which is in my possession or under my control. In case requested material has been destroyed, I agree to provide appropriate evidence or agreement of destruction.

# AUTHORITY

I understand that all correspondence issued by me on behalf of IBOSS and for circulation to recipients

outside IBOSS, will be authorized and signed by the appropriate IBOSS authorized representative. This arrangement will extend to other methods of communications including telex, facsimile transmission and electronic mail facilities.

# REPRESENTATIVES AND SUCCESSORS

This above undertaking shall be binding upon me and my personal representatives and successors in interest and shall remain enforceable to the benefit of the Company, its successors and assigns.

# REMEDIES FOR BREACH OF CONFIDENTIALITY

I agree and acknowledge that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to iBoss which will not be adequately compensable in monetary damages, that iBoss will have no adequate remedy at law thereof, and that iBoss may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect iBoss against, or on account of, any breach by myself of the provisions contained herein, and I agree to reimburse the reasonable legal fees and other costs incurred by iBoss in enforcing the provisions of the proposed transaction.

# GENERAL

The undertakings above shall be governed and construed in accordance with India law.

# Signature : ANAND

**Employee Name : ANAN D PRAKASH**

# Contact Number : 9412856289

**Date : 18/07/2022**