

Date: <u>22-05-2023</u>

1846, 22nd Main 14th Cross Sector – 1, HSR Layout Bangalore – 560102 www.moback.com

NON-DISCLOSURE AGREEMENT for Moback Employees

| This Non-Disclosure Agreement (hereinafter the "Agreement") is made and entered into on May 4, 2023. This AGREEMENT TO PROTECT CONFIDENTIAL INFORMATION (the "Agreement") is made by and between MOBACK TECHNOLOGY INDIA PRIVATE LIMITED, on behalf of itself and its affiliates ("Moback"), and |
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| (Employee Name). |
| FOR GOOD CONSIDERATION, and in consideration of Employee's engagement with The Hackathon event (MOHACK23) on 26 th and 27 th of May 2023 with the Company, the Employee hereby agrees and acknowledges: |
| 1. Through your engagement in Hackathon, you may come into possession of or contribute to certain information which is Moback's exclusive property requiring protection as described in this Agreement. |
| a. Technical information: Assays and assay results, resource estimates and/or projections. methods, processes, formulae, and compositions. systems, techniques, computer programs, research projects and experimental or developmental work, relating to any project or organization. |
| b. Business information: Business and development plans, investor and customer lists, pricing data, sources of supply, financial data, marketing, production, and merchandising systems or plans and operation plans, investor transactions. |
| 2. As used in this Agreement, the term "Confidential Information" means all Technical and/or Business information described in paragraphs 1(a) and (b) above, and any other trade secrets and/or confidential and/or proprietary business information of or regarding the Company (including information created or developed, in whole or in part, by Employee), which is not generally known about the Company or about its business. Confidential Information includes not only the information itself, but also all documents containing such information, and any and all such information maintained in electronic or other form. For purposes of this Agreement, Confidential Information shall not include any information which Employee can establish was (i) was publicly known or (ii) becomes publicly known and made generally available after disclosure to Employee by the Company, through means other than Employee's breach of his/her obligations under this Agreement. |
| 3. The parties shall not enter into discussions with third parties for transactions which are similar to a proposed transaction. |
| 4. This agreement shall not be assignable by the party without the prior written consent of the other party. |
| 5. This agreement and all issues arising out of the same shall be construed in accordance with the laws of India. |
| Agreed by: Signature: |
| Print name: Ankit Yadav |