

## Non-Disclosure Agreement

THIS AGREEMENT (the “Agreement”) is entered into this **10<sup>th</sup> July, 2023** by and between **Xomic Infotech Pvt. Ltd.** (the “Company”), and **Mr. Chetan Desai**, (the “Employee/Trainee”).

The Employee/Trainee desires to be employed by the Company, and in the course of such employment, the Employee/Trainee may become aware of and/or have access to certain proprietary and confidential information belonging to the Company.

Therefore, in consideration of the commencement of Employee/Trainee's employment with Company and the compensation that will be paid, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1 Definition of Confidential Information**

(a) For purposes of this Agreement, “Confidential Information” means any data or information that is proprietary to the Company, or any of its affiliates, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Company. Confidential Information shall further include any and all information, processes, formulas, codes, etc. which may be developed by the Employee/Trainee as a result of any information supplied by the Company or as a result of any work that the Employee/Trainee performs on behalf of the Company. Confidential Information shall also include any and all information of a private nature concerning the Company's principal; such information would include information about company's finances, business dealings, business relationships, personal relationships, acquaintances, etc.

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Employee/Trainee acknowledges that Confidential Information is proprietary to the Company, has been developed and obtained through great efforts by the Company and that Company regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Employee/Trainee prior to receiving the Confidential Information from the Company; (b) becomes rightfully known to the

Employee/Trainee from a third-party source not known (after diligent inquiry) by the Employee/Trainee to be under an obligation to Company to maintain confidentiality; (c) is or becomes publicly available through no fault or failure to act by the Employee/Trainee in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirement of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by Employee/Trainees, consultants or agents of the Employee/Trainee without violation of the terms of this Agreement or references or access to any Confidential Information.

## 2 Disclosure of Information

From time to time, the Company may disclose Confidential Information to the Employee/Trainee. The Employee/Trainee will: (a) not disclose any of the Confidential Information to any third party whatsoever, unless directed to do so in writing by an authorized representative of the Company; and (b) shall keep all Confidential Information strictly confidential.

## 3 Use of Confidential Information

The Employee/Trainee agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Company. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Employee/Trainee hereunder. Title to the Confidential Information will remain solely in the Company. All use of Confidential Information by the Employee/Trainee shall be for the benefit of the Company and any modifications and improvements thereof by the Employee/Trainee shall be the sole property of the Company.

## 4 Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Employee/Trainee may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Employee/Trainee promptly notifies, to the extent practicable, the Company in writing of such demand for disclosure so that the Company, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Employee/Trainee's business (not targeted at Company), the Employee/Trainee may promptly comply with such request provided the Employee/Trainee give (if permitted by such regulator) the Company prompt notice of such disclosure. The Employee/Trainee agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Company with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order and the Employee/Trainee is legally requested or required to disclose

such Confidential Information, disclosure of such Confidential Information may be made without liability.

## 5 Term

This Agreement shall be in full force and effect for the entire duration of Employee/Trainee's employment with the Company. Notwithstanding the foregoing, the Employee/Trainee's duty to hold in confidence Confidential Information that was disclosed by the Company, or acquired by the Employee/Trainee in any manner whatsoever, during the term shall remain in effect indefinitely.

## 6 Remedies

In the event that there exists any evidence suggesting that the Employee/Trainee has breached this Agreement, the Company shall be permitted to immediately terminate Employee/Trainee's employment with the Company in order to prevent any further dissemination of the Confidential Information.

Both the Company and the Employee/Trainee agree that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of this non-disclosure agreement. The Company and the Employee/Trainee further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Company due to any such breach.

Both parties hereby agree that as a further remedy for any disclosure of the Confidential Information the Company shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

## 7 Return of Confidential Information

Employee/Trainee shall immediately return and redeliver to the Company all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, source code or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the Employee/Trainee's employment with the Company; (ii) the termination of the Agreement; or (iii) at such time as the Company may so request.

## 8 Notice of Breach

Employee/Trainee shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Employee/Trainee or its Representatives, or any other breach of this Agreement by Employee/Trainee or its Representatives, and will cooperate with efforts of the Company to help the Company regain possession of Confidential Information and prevent its further unauthorized use.

## 9 No Binding Agreement for Employment

The parties agree that the Company is under no legal obligation of any kind whatsoever with employing the Employee/Trainee by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties.

## 10 Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- (b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Government of India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Ahmedabad, Gujarat shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- (c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will
- (e) Render it enforceable. If it cannot be so modified, written or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- (f) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage paid, in each case, to

the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(g) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date of first above written.

## Company

## Employee/Trainee

By:

By:

CK Desai

Name: Mr. Dhruvkumar Kakkad

Name: Mr. Chetan Desai

Title: Director

Title: Employee/Trainee