

EMPLOYEE / INTERN NON-DISCLOSURE AGREEMENT

As a condition of my employment with Tericsoft Technology Solutions Pvt. Ltd., a company incorporated in Hyderabad, Telangana, India under the Companies Act 2013 and in consideration of the compensation now and hereafter paid to me by the Company, I, Enduvasi Srihari Dinesh, the undersigned Employee / Intern, do hereby agree as follows:

RECITALS

- A. Employee / Intern enters into this Agreement in connection with Employee / Intern's acceptance of employment with Tericsoft Technology Solutions Pvt. Ltd. or its subsidiary or affiliate, and any future employment with Tericsoft or another of its subsidiaries or affiliates (depending on the circumstances, each an "Employer");
- B. Employee / Intern's acceptance of this Agreement is an express condition of Employee / Intern's employment with Employer, and is made by Employee / Intern in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee / Intern by Employer, which Employee / Intern acknowledges are of significant benefit to Employee / Intern; and
- C. Employee / Intern's continued employment with Employer is expressly conditioned on Employee / Intern's good faith agreement to comply with this Agreement

This Agreement contains obligations that apply during Employee / Intern's employment and for 5 years after the date Employee / Intern's employment ends ("Separation Date"), regardless of the reason for separation or whether it was voluntary or involuntary.

1. NON-DISCLOSURE.

1.1 RECOGNITION OF COMPANY'S RIGHTS; NONDISCLOSURE.

I understand and acknowledge that my employment by the Company creates a relationship of confidence and trust with respect to the Company's Proprietary Information (defined below) and that the Company has a protectable interest therein. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information.

1.2 PROPRIETARY INFORMATION.

The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, whether having existed, now existing, or to be developed during my employment. By way of illustration but not limitation, "**Proprietary Information**" includes:

- (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all Proprietary Rights therein (hereinafter collectively referred to as "**Inventions**");
- (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-

raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing;

(c) information regarding customers and potential customers of the Company, including customer lists, names representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Company and other non-public information relating to customers and potential customers;

(d) information regarding any of the Company's business partners and their services, including names; representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners;

(e) Information regarding personnel, Employee / Intern lists, compensation, and Employee / Intern skills; and (f) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me.

1.2.1 PREVENTION OF UNAUTHORIZED RELEASE OF CONFIDENTIAL INFORMATION.

Employee / Intern will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee / Intern's possession or control.

1.3 THIRD PARTY INFORMATION.

I understand, in addition, that the Company has received and in the future will receive from third parties confidential and/or proprietary knowledge, data, or information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, **Third Party Information unless expressly authorized by an officer of the Company in writing.**

1.4 TERM OF NONDISCLOSURE RESTRICTIONS.

I understand that Proprietary Information and Third Party Information is never to be used or disclosed by me, as provided in this Section 1. If, however, a court decides that this Section 1 or any of its provisions is unenforceable for lack of reasonable temporal limitation and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and the Company agrees that the five (5) year period after the date my employment ends shall be the temporal limitation relevant to the contested restriction, provided, however, that this sentence shall not apply to trade secrets protected without temporal limitation under applicable law.

2. DUTY OF LOYALTY DURING EMPLOYMENT.

I agree that during the period of my employment by the Company I will not, without the Company's express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my employment by the Company.

3. RETURN OF COMPANY PROPERTY.

When I leave the employ of the Company, or at any time at the Company's request, I will deliver to the Company any and all ideas, codes, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company, as well as any other Company property. I further agree that any property situated on the Company's premises and owned by the Company, including

disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement if requested to do so by the Company.

4. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below, at my address as listed in the Company records, or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

4.1 NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I authorize the Company to provide notice of my rights and obligations under this Agreement to my subsequent employer and to any other entity or person to whom I provide services.

5. INTELLECTUAL PROPERTY.

5.1 COPYRIGHTS. All copyrightable works prepared by Employee / Intern within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee / Intern prepares during working hours or using Tericsoft resources, Employee / Intern hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee / Intern's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee / Intern hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 INVENTIONS. Employee / Intern will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee / Intern's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "Inventions") that Employee / Intern solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee / Intern's employment.

5.3 NOTICE REGARDING INVENTIONS. Any provision in this Agreement requiring Employee / Intern to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee / Intern's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee / Intern for Employer. This NOTICE Regarding Inventions will be interpreted in a manner that complies with applicable state law.

DISCLOSURE OF RESTRICTIONS. Employee / Intern will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee / Intern authorizes Tericsoft to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee / Intern.

6. GENERAL PROVISIONS.

6.1 GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION. This Agreement will be governed by and construed according to the laws of Telangana, I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in Telangana for any lawsuit filed there against me by Company arising from or related to this Agreement.

6.2 SEVERABILITY. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

6.3 REMEDIES : Any breach of this Agreement may cause Tericsoft irreparable harm for which there is no adequate remedy at law. As a result, Tericsoft will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee / Intern from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Tericsoft may have at law or in equity. Nothing in this Agreement will limit the remedies available to Tericsoft. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee / Intern may have or purport to have any claim against Tericsoft.

6.4 MODIFICATION OF RESTRICTIONS; SEVERABILITY. Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee / Intern breaches any post-employment obligations to Tericsoft set forth in this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Tericsoft's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.

6.5 ASSIGNMENT. This Agreement will bind and inure to the benefit of Employee / Intern and Tericsoft, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee / Intern under this Agreement are unique and personal. Accordingly, Employee / Intern may not assign any of Employee / Intern's rights or duties under this Agreement. Tericsoft may assign this Agreement, without notice to Employee / Intern. Employee / Intern consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.

6.6 ENTIRE AGREEMENT. This Agreement contains the entire understanding between Employee / Intern and Tericsoft with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement will be effective unless in writing and signed by both Employee / Intern and an authorized officer of Tericsoft.

6.7 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument

7. EMPLOYEE / INTERN REPRESENTATIONS REGARDING EXISTING OBLIGATIONS. Employee / Intern represents and certifies as follows: (a) Employee / Intern is not in possession or control of any document or other tangible thing that

in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee / Intern is not subject to a non-competition agreement that precludes Employee / Intern's work for Tericsoft; (c) Employee / Intern has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee / Intern has with any third party, and Employee / Intern will not violate any such agreements or obligations in the course of Employee / Intern's work for Tericsoft; and (d) Employee / Intern will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee / Intern's employment, except pursuant to written authorization to do so (e.g., a technology license between Tericsoft and the third party).

8. EMPLOYEE / INTERN HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL. Employee / Intern acknowledges with execution of this Agreement that: (a) Employee / Intern has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Tericsoft; (b) Employer has been induced to employ Employee / Intern by Employee / Intern's representation that Employee / Intern will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee / Intern acknowledges that Employee / Intern has been advised by Tericsoft that Employee / Intern is entitled to have this Agreement reviewed by counsel of Employee / Intern's choice, and has either done so or elected to forgo such right.

This Agreement shall be effective as of the first day of my employment with the company. I have read this Agreement carefully and understand its terms. I Completely Accept This Agreement.

**FOR TERICSOFT TECHNOLOGY SOLUTIONS
PVT. LTD.**

EMPLOYEE / INTERN

Signature:

Signature :



**Abdul Rahman
Director**

Name: Enduvasi Srihari Dinesh

Date: 11-03-2024