

EMPLOYEE NON- DISCLOSURE AGREEMENT

This Non - Disclosure Agreement ("Agreement") is made and executed on this 19th day of January 2022 at Hyderabad

BETWEEN

Infolob Solutions India Private Limited, a Company incorporated under Companies Act, 1956 represented by its authorized representative **Satyendra Pasalapudi**, situated at **2nd Floor, Lakshmi Veda Ark, Road No. 36 Jubilee Hills, Hyderabad 500033**, hereinafter referred to as "Company" which expression shall unless repugnant to the context mean and include its transferees, successors and assignees) of the ONE PART.

AND

Rohith Daram, H No. 6-8-83/1, Bala Nagar, Near Ram Mandir, Raju Colony, VTC: Bala Nagar, Hyderabad, Andhra Pradesh, 500042.

WHEREAS

Rohith Daram is employed with the Company in the capacity of Graduate Management Trainee by virtue of an Employment offer dated 12/14/2022 entered into between the Company and the Employee.

AND WHEREAS

During the course of employment, the Employee would be accessible to confidential information, which is the sole and absolute property of the Company.

In consideration of the mutual promises and covenants contained in this Agreement and the Company's disclosure of confidential information to the Employee, the parties hereto agree as under:

1. Definitions for Confidential Information and Other terms used in the Non- Disclosure Agreement.

- (a) Confidential Information shall include all such non-public information and know how disclosed to the Employee during the course of his/her employment and/or the nature of the circumstances surrounding the disclosures, sought in good faith to be treated as proprietary and/or confidential information.
- (b) "Confidential Information" shall include any information concerning the organization business or finances of the Company or of any third party which the Company is under an obligation to keep confidential that is maintained by the Company as confidential. Such Confidential information shall include, but is not limited to, trade secrets or confidential information respecting inventions, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, plans and proposals.
- (c) "The Company" shall include InfoLOB Solutions India and any of its subsidiaries, subdivisions, or affiliates. The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.

- (d) "Company Documentation" shall mean notes, E-Mails, memoranda, project information, intranet, announcements, reports, lists, records, drawings, sketches, specifications, software programs, data, documentation or other materials of any nature and in any form, whether written, printed, or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs.
- (e) The term "Developments" shall mean any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registerable under Copyright, Trademark or similar statutes or subject to analogous protection).

2. Permissions to use and restrictions thereof:

- (a) The Employee acknowledges the ownership of the Company over the Confidential Information and agrees to use the same only during the course of his/her employment and solely for the benefit of the Company and/or as instructed by the Company during the course of employment.
- (b) The Employee shall not use the Confidential Information as instructed by the Company and shall at no time use such Confidential Information against the interest of the Company, for his/her own benefit or for the benefit of others.
- (c) The Employee shall take utmost care and precaution in maintaining the confidentiality and shall not at any point of time divulge such information to any outsider, or to his/her colleagues, co-Employees unless instructed in writing by the Company.
- (d) The Employee may disclose such confidential information to his/her subordinates/colleagues in discharge of their official duties during the course of his/her employment on a "need to know basis", provided the subordinate/colleagues are also signatories to an Employee non-disclosure agreement. However, if such disclosure of information is highly sensitive/ confidential Employee shall obtain prior permission of the Company before divulging such information to his/her subordinates/colleagues.
- (e) The Employee shall promptly notify the Company of any unauthorized use of confidential information by his/her colleagues/subordinates or any other person and shall co-operate and assist the Company in initiating corrective action.

3. Acknowledgment of the Intellectual Property Rights:

- (a) The Employee acknowledges and agrees that all rights, title, proprietary and interest in the Company's trademarks, copyrights, service marks, patents, designs etc., and the goodwill attached to the name are solely and absolutely owned by the Company and shall remain vested with the Company. The Employee shall not take or assist in taking any action that may invalidate, prejudice or impair any right, title and interest of the Company in the Intellectual Property right owned by it.
- (b) If at any time or times during the Employee's employment, Employee shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any Development (as defined in Clause 1 (e) hereto) that (a) relates to the business of the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith; or (b) results from tasks assigned to the Employee by the company; or (c) results from the use of premises or personal

property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as work made for hire or otherwise.

The Employee shall promptly disclose to the Company (or any persons designated by it) each such Development. The Employee hereby assign any rights (including, but not limited to, any inventions, patentable subject matter, copy rights and trademarks) he/her may have or acquire in the Developments and benefits and/or rights resulting there from to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

- (c) The Employee shall comply with all Company requirements related to licensing and the usage of proprietary software and source code, open-source software and source code, and any other software products and source code that may have intellectual property restrictions or implications.

4. Breach of Confidentiality:

- (a) The Employee shall be liable to be terminated in case of breach of confidentiality or violation of any of the terms and conditions of this Agreement.
- (b) Without prejudice to the above, the Employee shall also be liable for irreparable damages both direct and consequential arising out of the breach of the provision of this Agreement.
- (c) The Employee acknowledges that monetary damages as stipulated under clause 4 (b) of this agreement, may not be sufficient remedy for breach of confidentiality or violation of terms and conditions of this Agreement and that the Company shall be entitled, to any other rights or remedies, or to such injunctive or equitable relief's both interlocutory and permanent as may be deemed proper by a court of competent jurisdiction.

5. Term and Termination:

- (a) This agreement shall be effective as of the date entered above. The Employee's obligations under this Agreement shall survive the termination of his/her employment regardless of the manner of such termination and shall be binding upon his/her heirs, executors, administrators and legal representatives. Also, clauses 4 (a), (b) and (c) of this agreement shall survive the termination of this Agreement and the same shall bind the Employee.
- (b) In the event of breach of the confidentiality of the provisions mentioned in the "Section – 4" of this agreement, the Employer shall have a right to terminate the employment of the Employee forthwith without resorting to the termination procedure detailed in the Separation Policy.
- (c) The Employee shall return all originals, copies, reproductions, summaries, USB Drive, Access Card, System and e-Mail Passwords, Library books and materials, etc., of the confidential information upon termination of employment with the Company or at the Company's option during the course of employment.

6. Interpretation:

- (a) In case of contradiction in clauses of this Agreement and the Offer of Appointment and Employment Terms, the Company's interests shall be foremost and interpretation to that effect shall be given to such clause(s).
- (b) Severability: If a court finds any provision of this agreement invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by Law, and the other provisions of this agreement will remain in full force and effect.
- (c) Third Party Information: The Employee acknowledges that, the Company during the course of its business shall be receiving confidential or proprietary information from third parties, wherein the Company is obliged to maintain the confidentiality of such information and to use it only for certain limited purpose as decided by the Company & the third party.
- (d) The Trainee/Employee agrees that he/she during his/her association with the Company shall oblige on the Company & the third party, to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out work for the Company consistent with the Company's Agreement with such third Party) or to use it for the benefit of anyone other than for the Company or such third party, without the express written authorization of the Company.

7. Jurisdiction:

The parties expressly agree that, the courts of Telangana at Hyderabad shall have the exclusive Jurisdiction in relation to any dispute, difference or breach arising out of or in relation to this Agreement.

8. Notice:

The Employee authorizes the Company to notify others, including customers/clients of the Company and his / her future employers, of the terms of this Agreement and his / her responsibilities. In order to notify others, the Company at its discretion may release advertisements in any English or vernacular dailies depending on its convenience.

9. Injunctive Relief:

The Employee understands that, in the event of any breach, or threatened breach of this Agreement by him / her, the Company may suffer irreparable loss and consequently will be entitled to injunctive relief to enforce this Agreement.

10. Legal Fees:

The Employee agrees that, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the Company shall be entitled to recover reasonable legal fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

- 11. As regards interpretation of any guidelines issued by the Company relating to the subject matter of this agreement during the course of normal day-to-day operations, expressly contained or not in this agreement, the decisions of the Company in this regard will be final & binding on the Employee.

12. Entire Agreement:

This Agreement along with the Offer of Appointment and Employment Terms shall form the entire Agreement, for the purposes of interpretation.

13. The Employee agrees that he/ she has assented to sign this agreement with a freemind & free will and not under any sort or coercion or pressure.

In witness whereof the parties have executed this Agreement as of date first above written.

Authorized Official

Signature: _____

Name: Satyendra Pasalapudi

Witness 1

Signature: _____

Name:

Employee

Signature: _____

Date: 2/7/2023

Name: Rohith Daram

Witness 2

Signature: _____

Name:

DocuSigned by:

79122A7C0438434...