

## ANNEXURE C

### INTEGRITY, NON-DISCLOSURE, CONFLICT OF INTEREST AND SECURITY AGREEMENT

This Integrity, Non-Disclosure, Conflict of Interest and Security Agreement ("Agreement") is effective as of **01-OCT-2024** (joining date).

#### BY AND BETWEEN:

1. **Idexcel Technologies Private Limited**, having its registered office at Suite – 301, H.No. 8-3-945/E, Yellareddy Guda, Ameerpet, Hyderabad 500073, India, hereinafter referred to as "Company", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); and

2. Name: **MOHIT MISHRA**

Address: **Mishra auto near mahavir school,swarajpuri road,gaya(BIR), 823001**

Hereinafter referred to as the "Employee" or "you" or "your" (as the context may require), (which expression shall, unless it be repugnant to the context or the meaning thereof be deemed to mean and include his heirs, legal representatives, executors and administrators)

#### GENERAL

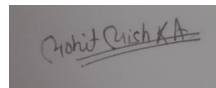
The Company is a dream opportunity for each and every Employee. We are working together to build a world-class organization. It is hence important that the atmosphere and environment we create together enhances the potential and capability of each one of us. This service conditions aim at building a strong professional work environment based on the strong foundations of integrity and ethics.

The Employee shall at all times maintain absolute integrity and devotion to duty. The Employee of the Company holding a senior and responsible position shall take all possible steps to ensure the integrity and devotion to duty of all Employees for the time being under his/her control and authority. The Employee shall not act in a manner prejudicial to the interests of the Company.

#### STATEMENT OF FACTS – VISIBLE PRACTICE OF INTEGRITY

It must be specifically understood that your employment is based on the proficiency of professional skills, you have declared to possess as per your resume. The Employee shall not at any point of time furnish false information regarding personal details viz. name, age, father's name, contact address or professional information like qualification, ability or previous service or any other matter germane to employment at the time of employment or during the course of employment.

In case, at a later date any of your statements/particulars are found to be false or misleading, the Company shall have the right to terminate your services forthwith. Any enhancement of compensation and benefits will be based on your performance and would be at the discretion of the Management. In case, your performance falls short of minimum standards set by the Company, the Company shall have the right to review your employability.



#### CONFIDENTIALITY

The Employee is expected to maintain utmost secrecy with regard to the affairs of the Company and shall keep any information, instruments, manuals, relating to the Company that may come to his/her professional knowledge as an Employee of the Company.

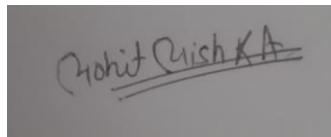
The position held by the Employee is of a strictly confidential nature. As a result of employment at the Company, the Company may from time to time need to impart to the employee certain information/material pertaining to its business or that of its clients which is to be treated as secret and confidential. The Employee shall not disclose to any unauthorized person, either during or after employment with the Company, any information about the interests or business of the Company, or any affiliated Company or client.

The Employee shall not, either directly or indirectly, communicate to any public papers, journals, social networking sites, blogs, pamphlets or leaflets, or cause to be disclosed at any time either verbally or in writing, any information or documents, official or otherwise relating to the Company except with the prior approval (in writing) of the management. Any invention, development, process, discovery, formulae, plan, specification, program, component, process adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which may be the subject matter of copyright whatsoever, made, developed or discovered by the Employee either alone or jointly with any person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company.

The Employee shall keep confidential any information or manuals relating to the Company's compensation and benefits schemes that may come to his/her professional knowledge as an Employee of the Company. The Employee should maintain utmost secrecy with regard to compensation and benefits package and treat it as a highly individual and confidential matter, not to be discussed with any colleague, other than his/her Manager.

The Employee shall not, except in accordance with any general or special order of the Company or in the performance, in good faith, of the duties assigned to him/her, communicate, directly or indirectly, any official document or any part thereof or information (including his/her salary details) to any other officer or other Employee, or any other person to whom he/she is not authorized to communicate such document or information.

Notwithstanding anything contained in this Agreement or in any other agreement, the provisions of this clause will survive the termination of this Agreement or any other related agreement.

A rectangular box containing a handwritten signature in black ink. The signature appears to read "Rohit Mishra" with a stylized flourish at the end.

## **CONFLICT OF INTEREST**

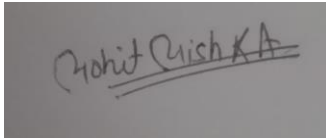
Conflict of Interest activities are described below and all employees are required to sign an explicit agreement to state that he/she will refrain from indulging in such activity and will abide by the constraints required by the "Conflict of Interest Rules".

1. For an employee or any dependent member of his family to remain silent about their interest in any organization, even after coming to know about the business dealings with company and where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold on open market or the interest is not material.

2. For an employee or dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the Company or from or to its affiliates except with the knowledge and consent of the top management.
3. For an employee or dependent member of his family to have the business of buying, selling, leasing of any kind of property, facilities or equipment exceeding a reasonable sum with any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of the top management.
4. For an employee to serve as an officer, director, or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the Company or an affiliate except with the knowledge and consent of the top management.
5. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the Company which might be prejudicial to the interest of the Company.
6. For an employee or dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the Company.

## **SECURITY**

Security of information, infrastructure and other material is an important aspect of our business and a basic expectation of our various customers. In recognition of this responsibility towards our clients and business, the Employee must adhere to the following conditions at all times. Information is available to the Employee, on a need-to-know basis for specified groups based on the roles and responsibilities. The network file server is segregated to allow individual sectors for projects and units. Access to these is authorized through access privileges approved by relevant authorities. Internet Access is available to Employees, based on roles and responsibilities, on their desktops. For other Employees this facility may be available at common Internet Kiosks, for the purpose of browsing sites of professional interest and development activities. The Employee is expected to adhere to Company requirements related to downloading of copyright information, security of the Company network and office decorum.



The communication security may be maintained by controlling physical access to computer systems, disabling all workstation floppy disk/CD/USB drives, and a Company-wide awareness about the need for protection of intellectual property and sensitive customer information.

Access to our network, development environment and MS-Exchange is through an individual's password. In the interest of security it is essential that each Employee utilize this facility and maintain confidentiality of the same.

In the interest of security to the information available in the office premises no Employee shall install, download, copy, duplicate any unauthorized or unlicensed software, programs, games, attachments on any computer system.

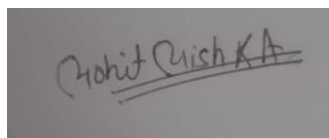
The Employee is expected to be responsible for the security of official documents/manuals and such material that may come to him/her during the course of various assignments.

The Employee is provided with a work table and lockable storage space. Please ensure they are locked when unattended. Duplicate keys are maintained with Office Operations. One can take a duplicate key after signing for it for one's own or team member's table or storage after prior approval.

The Employee is requested to produce their identity cards to the Security personnel on demand at all times within the office premises. Any equipment taken out of the office premises will require a gate pass duly authorized by the appropriate authority.

## **COMPANY PROPERTIES**

The Employee shall be responsible for the safekeeping and in good condition and order of all the Company property entrusted to his/her care and charge. If the employee is found guilty at any point of time of moral turpitude or dishonesty in dealing with the Company property or theft or misappropriation regardless of the value involved, the Employee's services shall be terminated with immediate effect, notwithstanding any other terms or conditions mentioned in the appointment letter/agreement. In the event of termination of employment with the Company for any reason, the Employee shall promptly return the Company's property in his/her possession, use, custody or charge.



## **JURISDICTION**

Even though the Company may depute you overseas for on-site work or to any other location in India, the jurisdiction concerning any dispute arising out of your employment will be that of the courts in Bangalore only.

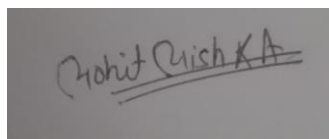
The above terms and conditions are based on Company policies, procedures and other rules currently applicable.

The above rules are subject to amendments from time to time. The Employee shall also abide by all other rules and regulations of the Company as shall be in force, from time to time.

This Agreement shall be governed and construed in accordance with the laws of India in relation to any legal action or proceedings to enforce this Agreement. The Parties irrevocably submit to the exclusive jurisdiction of any competent courts situated at Bangalore and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

**Employee**

for **Idexcel Technologies Private Ltd.**



Sign:

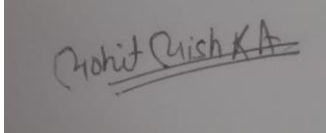


Sign:

Name: **MOHIT MISHRA**

Department: **Human Resources**

Address: **Mishra auto near mahavir school,swarajpuri road,gaya(BIR), 823001**

A handwritten signature in black ink on a light-colored background. The signature reads "Mohit Mishra" with a horizontal line underneath the name.