

## **NON-DISCLOSURE AGREEMENT AND TERMS OF ENGAGEMENT**

This Agreement is effective when signed by and between **Tramlines Entertainment Pvt. Ltd.** (hereinafter referred as the “**Company**”), a private limited company having its registered office at **276, Mirpara Road, Liluah, Howrah - 711203** and **Mr. Saikiran Sayanna Narawad** (hereinafter referred as the “**Consultant**”), S/o. **Mr. Sayanna Narawad**, residing at **1288, Jod Maroti Mandir, Kundalwadi, TQ, Biloli, Kundalwadi, Nanded, Maharashtra - 431711** collectively referred to as the “**Parties**”.

The Company has contracted Mr. Saikiran Narwad since **24th April, 2023** as an **Independent Technology Consultant** and this agreement is intended to protect the confidential information disclosed by the Company, in the course of this relationship, to Mr. Saikiran Narawad.

During the course of this relationship, the Consultant hereto agrees as follows:

1. **Confidential Information:** The Parties agree that information disclosed orally or in writing or made available by the Company to the Consultant, including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; customer information; computer programs; software codes; databases; suppliers; software; distribution channels; marketing studies; intellectual property; information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed “Confidential Information”. In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement during the course of business relationship between the Consultant and the Company was intended to be and shall be subject to the terms and conditions of this Agreement.

2. **Restrictions and Exceptions:** The Consultant agrees to maintain the confidentiality of the Confidential Information and to prevent its dissemination or use, except as authorized by the company.
3. **Non-Disclosure:** The Consultant expressly agrees that he shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. The Consultant shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Consultant uses to protect his own Confidential Information. The Consultant shall limit his internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility.
4. **Ownership of Confidential Information:** All Confidential Information, and all material items delivered by the Company to the Consultant, remains the property of the Company and no license or other rights in the Confidential Information are granted to the Consultant by this Agreement or by the act of disclosure.
5. **Return of materials and documents:** Upon the written request of the Company, the Consultant shall return to it (or, at the request of the Company, erase or destroy) all materials that contain or embody any Confidential Information of the Company, including but not limited to all media, computer programs, documentation, financial statements, forms, notes, plans, drawings, trade secrets, customer information and copies thereof. Return or destruction of such material shall not relieve the Consultant of his obligations of confidentiality. Upon the request of the Company, the Consultant will certify that he has complied with the provisions of this paragraph.
6. **Non-Circumvention:** The Consultant agrees to not circumvent the Company and work with business associates, clients, and other third-party vendors introduced by the Company during the duration of this contract. This non-circumvention provision shall expire at the end of 3 years from the termination of this Agreement.

7. **Non-Solicitation:** During the duration of this contract and for a period of \_\_\_\_ years after the termination of this Agreement, the Consultant agrees that he/she will not solicit for work, or provide service or advice or assist others with the opportunity to do the same, any Client of the Company.
8. **No Tampering:** During the duration of this contract and for 3 years following the termination of this contract, the Consultant shall not (a) request, induce or attempt to influence any supplier of goods or services to the Company to curtail or cancel any business they may transact with the Company; (b) request, induce or attempt to influence any customers of the Company that have done business with or potential customers which have been in contact with the Company to curtail or cancel any business they may transact with the Company; or (c) request, induce or attempt to influence any employee of the Company to terminate his or her employment with the Company; or (d) request, induce or attempt to influence any Consultant contracted by the Company to terminate his or her contract with the Company.
9. **Non- Compete:** The Consultant agrees that he shall not conduct business with any person(s) or entity or entities engaged in the same business as that of the company during the duration of this agreement and for a period of 3 Years following the termination of this agreement.
10. **Remedy:** The Consultant hereby acknowledges that unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Company, which could cause significant and irreparable financial harm. Accordingly, the Consultant agrees that the Company shall have the right to seek and obtain injunctive relief from breaches of this Agreement in addition to any money damages in excess of Rs.10 lakh per each instance of breach of agreement, other rights and remedies it may have from a court of competent jurisdiction.
11. **Termination:** This Agreement shall survive and remain in effect until being expressly terminated in writing and signed by all Parties.
12. **General:** This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The provisions of this Agreement may be waived, altered,

amended or repealed, in whole or in part, only upon the written consent of all parties. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsmanship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

The Consultant acknowledges that the Company shall or may in reliance of this agreement provide Consultant access to trade secrets, customers and other confidential data and good will. Consultant agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

Date: 24-04-2023

Place: Nanded Maharashtra

Consultant Name: Saikiran Sayanna Narawad

Consultant Signature:

For Company, Tramlines Entertainment Pvt Ltd

Designation Independent Technology consultant