

## NON-DISCLOSURE AGREEMENT

1. **General.** Incedo Technology Solutions Limited ("Incedo"), a company incorporated in India, under the Companies Act 1956 and I, the undersigned, in exchange of appropriate consideration as follows:
2. During my period of engagement, I will not engage in activity that:
  - a) Conflicts with Incedo business interests, including without limitation, any business activities not contemplated between the parties,
  - b) Occupies my attention so as to interfere with the proper and efficient performance of my duties at Incedo, or
  - c) Interferes with the independent exercise of my judgment in Incedo's best interests.

As used herein, Incedo's business means the development, marketing and support of software and services for business and professional use including operation systems, application program, Internet related websites or e-commerce solutions as well as books and hardware for the microcomputer and Internet marketplace.

3. **Recognition of Absolute Ownership.** That I do hereby recognize and admit that Incedo is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of Incedo, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace used by me in the course of my engagement with Incedo.

I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same. In this agreement, all confidential and/or proprietary information belonging to and/or in possession of Incedo, which is received, accessed, and/or used by me during the course of my engagement with Incedo, shall include without limitation, such information received from Incedo, its customers and/or any entity in which Incedo holds or controls more than 50% of the equity stock thereof and/or is entitled to vote for the election of directors.

4. **Non-Disclosure.** At all times, during my engagement and thereafter, I will not disclose to anyone outside Incedo nor use for any purpose other than my work for Incedo:
  - a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Incedo, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers,
  - b) any information Incedo has received from others which Incedo is obligated to treat as confidential or proprietary or,
  - c) any confidential or proprietary information which is circulated within Incedo via its internal electronic mail system, intranet or otherwise.

I will also not disclose any confidential or proprietary information to anyone inside Incedo except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to

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whom, if anyone inside Incedo, it may be disclosed, I will consult with my manager at Incedo.

5. **Assignment of Inventions.** I hereby assign exclusively to Incedo all my right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the engagement of Incedo. I will make prompt and full disclosure to Incedo of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of Incedo.

I hereby waive and quit claim to Incedo, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to Incedo.

My obligation to assign shall not apply to any invention about which I can prove that:

- a) it was developed entirely on my own time; and
  - b) no equipment, supplies, facilities, services or trade secret of Incedo was used in its development; and
  - c) it does not relate
    - (i) directly to the business of Incedo or
    - (ii) to the actual or demonstrably anticipated research or development of Incedo; and
  - d) it does not result from any work performed by me for Incedo.
6. **Excluded and Licensed Inventions.** I have attached hereto, a list describing all inventions – belonging to me and made by me prior to my engagement with Incedo that I wish to have excluded from this agreement. If not such list is attached, I represent that there are no such inventions. If in the course of my engagement at Incedo, I use in or incorporate into a Incedo product, program, process or machine, and invention owned by me or which I have an interest, Incedo is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.
7. **Application for Copyright and Patents.** I will execute any proper affidavit, surety bond, indemnity bond or any other undertaking or any other appropriate instrument in connection with carrying out the terms of this agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, Incedo is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering inventions assigned to Incedo as stated above, I hereby irrevocably designate and appoint Incedo and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me,. I will testify at Incedo request and expense in any interference, litigation or other legal proceeding that may arise during or after my engagement.
8. **Third Party Information.** I recognize that Incedo has received and will receive confidential or proprietary information from its customers as well as third parties, not limited to direct and /or indirect personal health information and identifiers of its clients subject to a duty on Incedo part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my engagement and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in Incedo and consistent with Incedo agreement with such customers or third party. I will not use such information for the benefit of anyone other than Incedo or such third party, or in any manner inconsistent with any agreement between Incedo and such third party of which I am made aware.

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9. **Incident Reporting.** I understand that while all suitable precautions will be taken to avoid any compromise to the information, it would be my responsibility to be watchful and proactively identify and report any incident which may lead to compromise of information, within 48 hrs of any such observation.
10. **Prior Engagement Information.** During my engagement at Incedo, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current engagements, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of Incedo, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
11. **Presumption of Breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Incedo, including without limitation, concepts, technique's processes, methods, system's, designs, clients, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers as well as software for business and professional use, application programs, internet websites, e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of the agreement by me.
12. **Term of Engagement.** I acknowledge that my engagement will be of indefinite duration and that either Incedo or I will be free to terminate this engagement at will and at any time with or without cause and in accordance with the Agreement signed by me with Incedo on "Date of Joining" (Referred as start of engagement with Incedo). I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said agreement signed by an officer of Incedo.
13. **Indemnity:** I do hereby irrevocably and unconditionally undertake to indemnify and to keep the Company indemnified at all times against all liabilities., losses, costs and expenses (including legal cost and counsels fee) that the Company may suffer or likely to suffer because of any breach of this Agreement by me. I do hereby undertake to pay forthwith without any protest or demur all the sums that are demanded by the Company due to said breach of Agreement.
14. **Return of Materials.** At the time I leave the engagement of Incedo, I will return to Incedo all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's. Tapes, DAT Drives and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, Pass Cards, ID cards or other property belonging to Incedo.
15. **Non-Solicitation.** While engaged at Incedo and for a period of 3 years from the termination of my engagement, I will not induce or attempt to influence directly or indirectly, any person at Incedo to terminate his or her engagement with Incedo or to work for me or any other person or entity.
16. **Personal Property.** I agree that Incedo will not be responsible for loss, disappearance, or damage to personal property on Incedo premises, or if applicable, on residential premises subsidized by Incedo (including apartments or temporary housing). I hereby release, discharge and hold Incedo harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

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17. **Non-Competition.** While engaged at Incedo and for a period of 3 years from the termination of my engagement, regardless of the reason for the engagement cessation, I will not, directly or indirectly, join or seek employment or provide services whether full time or part time in the capacity of either the employee or service provider to any of the Incedo's client to perform the same or substantially the same Job Duties as that at Incedo.
  18. **Equitable Relief.** I acknowledge that any violation by me under this agreement, and/or any obligation of like nature, will cause irreparable injury to Incedo, and Incedo shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
  19. **Breach of the Agreement.** I acknowledge that the breach of the present agreement by me shall automatically result in cessation of my engagement without the possibility of re-engagement with Incedo. Further it is agreed that such violation/breach may impact my background verification in future, for which Incedo shall not be held liable. Incedo may at its sole discretion be entitled to report the above misconduct to any of the employer without incurring any liability.
- Dispute Resolution: Any difference or dispute arising between the Parties under this agreement shall be resolved amicably. In case Parties fail to resolve the disputes amicably, the same shall be referred to arbitration by a sole arbitrator to be mutually appointed by the Parties. If the parties fail to mutually agree upon appointment of a sole arbitrator, both the Parties shall appoint one arbitrator each, and both the appointed arbitrators shall then appoint a Third Umpire for adjudicating arbitration proceedings and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The arbitration proceedings shall be governed by the provisions of Arbitration & Conciliation Act, 1996. The place of arbitration proceedings shall be at New Delhi.
20. **Attorney Fees.** If court proceedings are required to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.
  21. **Entire Agreement.** I agree that this agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this agreement shall be the courts of India. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford Incedo the maximum protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my engagement.

**I hereby acknowledge that I have read and fully understood this agreement and by signing this document I agree to follow the Non-Disclosure Agreement.**

**Name & Signature :**

**Date :**

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