## ALLADI CLOUD SOLUTIONS PVT. LTD. EMPLOYEE NON-DISCLOSURE AGREEMENT (NDA)

This Employee Non-Disclosure Agreement (“Agreement”) is entered into as of

**30-07-2025** (date) by and between ALLADI CLOUD SOLUTIONS PVT. LTD., located at Begumpet, Hyderabad, Telangana (hereinafter referred to as the “Company” or “Disclosing Party”), and Employee – **Marisetti Vagdevi**, residing at

**Narasimharaopalem,Veerulapadu Mandal,NTR District,AP**

(hereinafter referred to as the “Employee” or “Receiving Party”).

# Definition of Confidential Information

Confidential Information refers to any data or information, oral or written, disclosed by the Company to the Employee that is not generally known to the public.

* 1. The Employee acknowledges that during the course of employment, they may have access to **Confidential Information** and **Intellectual Property** of the Company. This includes but is not limited to:
     + Source code, software, scripts, programs, and databases
     + Project documentation, technical specifications, and design diagrams
     + Business strategies, internal communications, pricing, and client information
     + Any data, file, or material developed, shared, or accessed during employment
  2. All the above information, whether in physical or digital form, **belongs solely to the Company** and shall be treated as confidential and proprietary.

# Obligations of Employee

The Employee agrees **not to disclose, copy, reproduce, share, or use** any of this information for personal gain or for any purpose other than as explicitly authorized for work- related tasks. This obligation remains in effect both during and **after the termination** of employment.

# Exclusions

Confidential Information does not include information that (a) is or becomes public knowledge through no breach of this Agreement, (b) is disclosed with the prior written approval of the Company, or (c) is required by law to be disclosed.

# Required Disclosures by Law

If the Employee is required by law to disclose any Confidential Information, they must notify the Company promptly so that the Company may seek a protective order.

# Intellectual Property Rights

All inventions, discoveries, developments, and innovations conceived by the Employee during employment, related to the business of the Company, shall be the exclusive property of the Company.

# Indemnification Clause

* 1. The Employee agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, penalties, expenses (including reasonable legal fees), arising out of or in connection with:
     + Any **breach** of this Agreement by the Employee,
     + Any **unauthorized disclosure or misuse** of the Company’s Confidential Information

or Intellectual Property,

* + - If the **Employee indulges in any illegal activities** during or in connection with their employment — including but not limited to:
      1. Downloading or distributing pirated or unauthorized software,
      2. Accessing unapproved or restricted websites,
      3. Sharing confidential or proprietary information with unauthorized individuals or entities,
      4. Using company systems for activities that violate any law, regulation, or company policy.
  1. This obligation to indemnify shall survive the termination or expiration of the Employee’s

engagement with the Company.

# Term and Termination

This Agreement shall remain in effect for the duration of the Employee's employment and for a period of two (2) years after termination.

# Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Telangana. Any disputes shall be resolved in the courts located in Hyderabad.

# G. Internet usage s System monitoring

* 1. The Employee shall **strictly refrain** from accessing or downloading content from **unauthorized or unapproved websites**, especially those related to pirated, cracked, or illegal software, media, or materials.

Only websites **explicitly cleared** by the Company for technical documentation and reference purposes may be accessed.

* 1. Any attempt to download software, tools, files, or access platforms **without prior approval** will be treated as a **violation of this Agreement** and applicable company policies.
  2. All system activity including internet usage, downloads, and website visits **may be monitored** by the Company. Any activity found to be **irrelevant to official work** and/or **in violation of law** (such as accessing adult content, torrent sites, or engaging in illegal downloads) will be deemed a **serious breach** and may lead to disciplinary action, including **termination and legal consequences**.

## Compliance with Cybersecurity laws

* 1. The Employee agrees to strictly adhere to all applicable **cybersecurity and data protection laws**, including but not limited to the **Information Technology Act, 2000** (as amended) and any rules, guidelines, or notifications issued thereunder.
  2. The Employee shall **not engage in any activity** that compromises the security, integrity,

or confidentiality of the Company’s digital infrastructure, including but not limited to:

* + 1. Unauthorized access, use, or transmission of data;
    2. Introduction of malware, spyware, or any malicious code into company systems;
    3. Circumventing access controls or security protocols;
    4. Use of company devices or networks for **phishing, hacking, illegal surveillance**, or other unlawful acts.
  1. Any violation of cybersecurity laws or this clause shall be considered a **serious breach** of this Agreement and may result in disciplinary action, including termination, legal action, and **reporting to authorities** as per applicable law.

# Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements and understandings.

[] I have read and agree to the terms of this NDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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| --- | --- |
| Employee Signature: |  |
| Employee Full Name: | Marisetti Vagdevi |
| Date: | 30-07-2025 |

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| **Authorized Signatory of Company:** |  |
| **Full Name:** | Kasi Priyanka |
| **Designation:** | Training Excellence Manager |
| **Date:** | 29.07.2025 |