

EMPLOYEE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into this **26th December, 2022** by and between **Vidhi Trivedi**, residing at **Kailash, Nr. Gnatra hall Main Road, Ramnath Society, Jam-khambhalia, 361305**. (Hereinafter referred to as “**Intern**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include his/her successors/heirs, executors, administrators and assigns) of the First Part;

AND

Glide Technology Pvt. Ltd., a company incorporated in India under the provisions of the Companies Act, 1956, having its office at **A 504-506, Navratna Corporate Park, Ashok Vatika, Ambli- Bopal Road, Ahmedabad 380058** (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 permitted assigns) of the Second Part.

Whereas the Company and the Intern acknowledge that during the course of Intern with the Company, the Company expects the Intern (i) to develop / create various products and / or other works for the Company on work for hire basis; and (ii) to receive confidential information from co – workers / co- Internor any third party;

Whereas the Company and Intern agree to enter into this Agreement to enumerate the terms and condition under which the Intern shall develop / create various products and / or other works for the Company and protect the confidential information of the Company.

NOW THEREFORE, in consideration of the Intern with the Company and other mutual promises and covenants set forth

1. Confidential Information:

A. Company Information.

The Intern shall at all times during the term of Internship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company, or to disclose to any person or any other legal entity including but not limited to firm or corporation without written authorization of Company, the Confidential Information.

The Intern shall take security precautions, at least as much as the precautions the Intern takes to protect his / her own confidential information, but in no event less than reasonable care, to keep confidential the Confidential Information;

The Intern shall not disclose, reproduce, summarize and/or distribute Confidential Information except as expressly required by the Company for the purpose of the benefit of the Company;

The Intern shall not reverse engineer, decompose or disassemble any software code and/or hardware devices, except as expressly required by the Company for the purpose of the benefit of the Company.

The Intern shall not make any commercial use or any commercial gain from the Confidential Information.

For the purpose of this Agreement the term "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom the Intern interacts and became acquainted during the term of the Internship), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to the Intern by Company either directly or indirectly or by any third party on the basis of the Intern's Internship with the Company, in writing, orally or by drawings or observation of parts or equipment. Company acknowledges that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of me or of others who were under confidentiality obligations as to the item or items involved.

B. Former Employer Information.

The Intern agrees not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and the Intern will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

C. Third Party Information

The Intern recognizes that Company has received and in the future likely to receive from third parties their confidential or proprietary information (such as, but not limited to, software programs provided by license) subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes as per the terms and condition of the Non-disclosure agreements or any other agreement for such purpose that are entered into or likely to be entered into by the Company in future. The Intern acknowledges that under those agreements, the Company is / shall not only be obliged or likely to be obliged to keep the Confidential Information of such third parties confidential but also obliged or likely to be obliged to obtain similar undertaking from its Internship so as to ensure that the Company's Intern are also liable to comply with the terms of those agreements. Accordingly, the Intern hereby agrees and undertakes that he / she shall be liable to comply terms of those agreements that the Company has entered into or likely to enter into in future with third parties for the protection of the Confidential Information and thereby agrees to hold all such confidential or proprietary information of third parties in the strictest confidence and not to disclose it to any person, firm or

corporation or to use it except as necessary in carrying out my work for Company consistent with Company's agreement with such third party. The Intern agrees to comply with Company's policies and procedures, as applicable from time to time, with respect to such information.

2. Inventions.

A. Inventions Retained and Licensed.

The list describing all inventions, original works of authorship, developments, improvements, and trade secrets which the Intern has made / possessed / created prior to Internship with Company is attached hereto, as Exhibit A (collectively referred to as "Prior Inventions"). The Intern acknowledges that in case if such list is kept blank it shall be presumed that there are no such Prior Inventions. The Intern agrees and undertakes that he / she shall not use Prior Inventions in the course of Internship with the Company without prior written approval of the Company. In such case of use of the Prior Invention by the Intern, the Intern hereby grants the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell / sub license such Prior Invention as part of or in connection with such product, process or machine.

B. Assignment of Inventions.

The Intern agrees that all the intellectual property rights in any product, work, software (including the source and object code and documentation), technical manuals, business research, development or any other work that may be created / developed / made by the Intern, either jointly or independently, during his / her Internship with the Company (hereinafter referred as Inventions) shall be and remain vested with the Company.

The Intern acknowledges that the Inventions which is developed by he / she during his / her Internship with the Company and which may be protectable, either as patents, designs, copyrights or otherwise intellectual property, is at least "works made for hire" and that he / she shall not claim any right over the same. The Intern hereby assigns and agrees to assign to the Company or its designee, his / her entire right, title, and interest in and to the Inventions which the Intern may develop during his / her Internship with the Company. The Intern also waives and agrees never to assert any moral rights, or the equivalent thereof, against the Company with respect to the Inventions.

The Intern agrees to perform, during and after the Internship with the Company, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights or other legal proceedings. In the event that the Company is unable, for any reason, to secure the Intern's signature to any document required to apply for or execute any patent, copyright or other applications with respect to the Inventions (including improvements, renewals, extensions,

continuations, divisions or continuations in part thereof), the Intern hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as his / her agents and attorneys-in-fact to act for and on his / her behalf and instead of the Intern, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by the Intern.

In order to permit the Company to claim rights which the Company may be entitled to, the Intern agrees to disclose to the Company in confidence all copyrightable works, including software, and all inventions which the Intern make during the course of his Internship and all patent and copyright applications filed by him / her within a year after termination of his / her Internship.

C. Conflicting Inventions.

The Intern shall notify the Company in writing before making any disclosure performs, or causes to be performed any work for or on behalf of the Company which appears to threaten conflict with:

- I. rights the Intern claim in any copyright, invention or idea (i) conceived by the Intern or others prior to his / her Internship by the Company, or (ii) which is otherwise outside the scope of paragraphs (1) and (2) of this agreement, or (b) rights to others arising out of obligations incurred by the Intern (i) prior to this agreement or (ii) otherwise outside the scope of this agreement.
- II. In the event of the Intern's failure to give notice under the circumstances specified in subparagraph (a) of the foregoing, the Company may assume that no conflicting copyright, invention or idea exists, and the Intern agrees to make no claim against the Company with respect to the use of any such copyright, invention or idea in any work or the production of any work which the Intern performs or cause to be performed for or on behalf of the Company.

D. Termination of Internship

As a condition for the foregoing Internship, should Internship be terminated for any reason, including resignation by the Intern, the Intern shall not disrupt, damage, impair or interfere with the business of the Company whether by way of interfering with or raiding its Intern, disrupting its relationship with customers, agents, representatives or vendors or otherwise, for a period of two years following the date of termination of his / her Internship.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written.

Glide Technology Pvt. Ltd.



Name: Upendra Patel

Intern



Name: Vidhi Trivedi