



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made and entered into as of the 20/11/23 by and between GOLOKA IT, and Aditya Trivedi with an address of Goregaon (E) Mumbai – 400065

WHEREAS, the Company desires to disclose certain Confidential Information (as defined below) to the Employee; and WHEREAS, the Employee desires to receive such Confidential Information from the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions.

For purposes of this Agreement, "Confidential Information" means any and all information disclosed by the Company to the Employee, whether orally, in writing, or in any other form or medium, and designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to:

Trade secrets, know-how, and other proprietary information;
Customer lists and other customer information;
Business plans, marketing plans, and other strategic information;
Pricing information;
Technical data and specifications;
Software, source code, and other intellectual property; and
Any other information designated as confidential by the Company.

Confidential Information does not include information that:

Is or becomes generally known to the public through no fault of the Employee;
Was rightfully in the Employee's possession prior to disclosure by the Company;
Is independently developed by the Employee without use of or reference to the Company's Confidential Information;
Is rightfully disclosed to the Employee by a third party without restriction on disclosure; or
Is required by law or by a court of competent jurisdiction to be disclosed.

2. Non-Disclosure.

The Employee shall not use or disclose any Confidential Information of the Company without the prior written consent of the Company. The Employee shall use the same degree of care to protect the Confidential Information of the Company as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

3. Exceptions.

The Employee may disclose Confidential Information of the Company without prior written consent if such disclosure is:

- Necessary to comply with a subpoena, summons, or other legal process;
- Made to the Employee's attorneys or accountants for the purpose of obtaining legal or accounting advice; or
- Made to the Company's customers or potential customers for the purpose of promoting the Company's products or services.

4. Return of Confidential Information.

Upon the written request of the Company, the Employee shall promptly return to the Company all Confidential Information of the Company in the Employee's possession or control, and shall destroy all copies of such Confidential information .

5. Term and Termination.

This Agreement shall remain in effect for a period of employment from the Effective Date of 16/11/23, either party gives written notice to the other party of its intention to terminate this Agreement at Immediate bases. This Agreement may be terminated earlier by either party upon written notice to the other party if the Employee breaches any of its obligations hereunder.

6. Remedies.

The Company acknowledges that monetary damages may not be an adequate remedy for any breach of this Agreement by the Employee. Accordingly, the Company shall be entitled to seek injunctive relief to prevent the unauthorized disclosure of its Confidential Information, in addition to any other remedies available at law or in equity.

7. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Maharashtra.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

(c) This Agreement may be amended only by a writing signed by both parties.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

(e) No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

(f) This Agreement shall be binding upon and inure to the benefit of the parties here to and the irrelative successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



Peet Harrison

(Founder & CEO)

Signature of Candidate.

