

## Non-Disclosure and Confidentiality Agreement

Mr. Yuvraj Singh,  
C/O Sawai Singh,  
Baroo,  
Jodhpur,  
Rajasthan - 342301.

Dear Mr. Yuvraj Singh,

Welcome to ThetaZero!

We are pleased to onboard you as an **Intern** at ThetaZero effective from **May 15, 2025**

Please read carefully the terms and conditions of this appointment and consent by **signing at the bottom left of each page**. Mr. Yuvraj Singh, AADHAAR: 5527 6266 0430, ID: 22BA11324. hereinafter referred to as "an Intern"; and, ThetaZero Private Limited, hereinafter referred to as "an Employer or a Company or ThetaZero". Each individually referred to as a "Party", together as "Parties". Customers or Vendors shall mean any business entity, firm, individual, company, perspective or otherwise with whom ThetaZero has/had relationship with.

**All information shared by the Company is Confidential.** "Confidential Information" shall mean (i) all information relating to the Company's products, business and operations including, but not limited to, products, product development plans, technical product data, product samples, sources, strategies, operations procedures, proprietary concepts, inventions, technical advice or knowledge, contractual agreements, product specifications, source code developed by the team and by the Software Intern mentioned here, software, algorithms, data, drawings or schematics, blueprints, computer programs, all computer hardware, software or other tangible and intangible equipment or code either in existence or development, 'Software Information' - which means the proprietary computer programs of the Company, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer programs, documentation and materials, regardless of the form or media of expression or storage, and systems and know-how or other intellectual property of the Company and its affiliates that may be at any time furnished, communicated or delivered by the Company to the Intern, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; and (iii) all other non-public information provided by the Company whosoever. All Confidential Information shall remain the property of the Company.

**Obligation to Maintain Confidentiality.** With respect to Confidential Information: a. The Intern agrees to retain the Confidential Information in strict confidence, to protect the security, integrity, and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Confidential Information except in conformity with this Agreement. b. Confidential Information is and will remain the sole and exclusive property of the Company and will not be disclosed or revealed by the Intern, except (i) to other employees of the Company who have a need to know such information and agree to be bound by the terms of this Agreement. c. The Intern agrees that, in the event the Intern must download, access, process, transfer or otherwise communicate Confidential Information, the Intern will comply with all laws and regulations applicable to exports and re-exports of data and information and will not, directly or indirectly, export or re-export any Confidential Information in violation of such laws and regulations, including without limitation, those prohibiting export or re-export to restricted countries or without governmental authorization. d. Upon termination of this Agreement or at the request of the Company, the Intern will ensure that all Confidential Information and all documents, memoranda, notes and other writings or electronic records prepared by the Intern that include or reflect any Confidential Information in the Intern's actual or constructive possession are returned to the Company.

**Intellectual Property.** The copyright ownership and the intellectual property rights of the items developed in connection with this Agreement including but not limited to the technology, architecture, flow charts, diagrams, source code, software, test cases/results, designs, notes, business call recording, data, spreadsheets, documents, and reports are exclusively with ThetaZero notwithstanding that the Intern may be the author of such items. All documents relating to the intellectual property or otherwise connected with this Agreement, the services, or duties must be returned or delivered to ThetaZero at the time of the expiration or termination of this Agreement. The Intern agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of the ThetaZero and proper attribution. Both Parties confirm that ThetaZero owns the corresponding intellectual property rights to the software developed by the Intern on behalf of ThetaZero, and the Intern has no right to claim any rights and interests thereon. Without the written consent of the ThetaZero, the Intern shall not use the aforesaid achievements (including but not limited to the technology/architecture and code involved in the aforesaid software) for any project or any other purpose of itself or any other third Party, otherwise it shall be deemed as infringement and ThetaZero reserves the right to pursue liabilities according to the law.

**Remedies.** The Intern acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from the Intern.

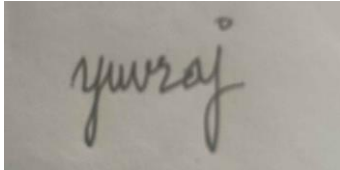
**Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

**Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Tamil Nadu, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Tamil Nadu for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

I, Mr. Yuvraj Singh, agree to indemnify ThetaZero for any losses or damages caused by or related to my actions of any kind of breach or violation of any of the provisions given in these terms of employment.

I, Mr. Yuvraj Singh, agree to accept the employment on all these terms and conditions mentioned above.

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



Signature of **Mr. Yuvraj Singh,**

**Place: Phalodi , Rajasthan**

**Date: 23-05-2025**