

EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT

This EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT has been entered into this 27 day of September, 2024.

BETWEEN XYZ Corporation Pvt. Ltd., an Indian [Company / Firm / LLP / Partnership] having its registered office at 123 Corporate Road, Business District, City, 411001, State (hereinafter called XYZ which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns). AND Onkar Nashte, an Employee of XYZ and residing at Vidya Niketan Apartment, PCMC, 411018, Maharashtra (hereinafter referred to as 'Employee' which expression unless repugnant to the context shall include all beneficiaries of the said employee).

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, and other confidential and/or proprietary information limited to that forming part of the subject matter of the agreement, and inclusive of all intellectual property owned by XYZ and/or its subsidiaries, venture partners, and predecessors in interest, arising out of the performance of this agreement and/or other business arrangements. **Confidential Information:** Confidential information means, trade secrets, know-how, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house or through collaborative efforts, and any and all improvements, modifications, or alterations that may have been effected to the said Confidential Information by the Company. Confidential information includes, but is not limited to: (i) The terms and conditions of this Agreement or any prior agreement; (ii) Company's business plans, strategies, methods, and practices; (iii) Information about Company's Personnel, products, customers, marketing strategies, services, or future business plans; (iv) Process information, including data, reports, studies, test data, and practical instructions related to any product.

2. Acknowledgment of Confidentiality

Onkar Nashte hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information owned by XYZ.

3. Agreement Not to Disclose

a. Onkar Nashte hereby agrees that he/she shall hold in confidence and not use, commercialize, or disclose any confidential information or intellectual property except under the terms of employment with XYZ or as authorized in writing by the Company. b. Even upon assignment of confidential information or intellectual property to the Company, the employee undertakes to use at least the same degree of care in safeguarding the confidential information as they use in safeguarding their own confidential information.

4. Remedies for Breach of Confidentiality

Onkar Nashte agrees that any disclosure of confidential information prohibited herein or breach of the provisions may result in irreparable injury and damage to XYZ. The Company may seek legal remedies, including preliminary, temporary, or permanent injunctions, as necessary to protect its interests. The employee agrees to reimburse reasonable legal fees and other costs incurred.

5. Non-Compete

Onkar Nashte agrees not to directly or indirectly compete with the business of XYZ for a period of 5 years following the expiration or termination of this agreement, regardless of the cause.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the High Court of Mumbai.

7. General Provisions

a. This document constitutes the entire agreement between the parties and supersedes all prior communications, whether written or oral. b. This Agreement is limited to its terms and may be modified only by writing signed by both parties. c. Neither this Agreement nor any rights or obligations inherent in the Company's Confidential Information, trade secrets, or intellectual property may be transferred without written consent.

8. Severability

The provisions of this agreement are severable. If any provision is deemed unenforceable, the remaining provisions will remain in full force and effect. The parties will substitute an enforceable provision that preserves the original intent.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations due to causes beyond its control, such as acts of God, war, riots, embargoes, fire, floods, or accidents.

10. Notice

All notices and communications required under this agreement shall be in writing and considered delivered if received in person, or 15 days after mailing by registered post.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above by their duly authorized representatives.

Signed for XYZ Corporation Pvt. Ltd.: _____

Signed by Onkar Nashte: _____

WITNESSES:

1. _____

2. _____