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## **NON-DISCLOSURE & NON-POACHING AGREEMENT**

This agreement is made at Ahmedabad on Jul 25, 2024 between **Virtual Coders** having its registered office at Ahmedabad- **through its duly authorized person Mr. Dhairya (CEO)** (hereinafter referred to as "Company" which expression shall mean and include all the Directors of the Company, legal heirs, representatives, assignees, executors etc.)

And

**Shree umiya steel** having its registered office address at Gadhsisa, India **through its duly authorized person Mr. Yash ukani (co-founder)** (hereinafter referred to as "Consultant" or "I", which expression shall mean and include her legal heirs, representatives, assignees, executors etc.)

Company is engaged in the business of Information Technology Products / Services and has engaged the Consultant in the service as Revenue Growth associate with effect from Jul 25, 2024.

AND WHEREAS both the parties to this agreement understand and agree that looking to the peculiar nature of the business carried on by the company, it is absolutely necessary that a non-disclosure and non-compete agreement is entered into between the parties to this agreement.

Now the parties to this agreement agree as under:

- **CONFIDENTIALITY**

- The Consultant at any time during engagement with the Company in any form or any time thereafter in future shall not divulge, disclose, or part with any information data, trade secret, process, technical information, technology, drawing, calculation or design or any other information/document/paper, confidential or otherwise related to the Company's operation in general and the Consultant's scope of responsibility in the Company from time to time during his/her engagement with the Company that he/she may have had access, howsoever insignificant it may be, directly or indirectly purposefully or innocently, for any consideration or otherwise to any colleague in the Company or any outside person, agency, organization, institution or any other body without written prior permission of the Directors or any other Competent Authority assigned by Company's Directors.
- The Consultant agrees at all times during the term of his/her engagement and thereafter (without limit of time);
  - to hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company;
  - not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company; and
  - Not to take Confidential Information outside office premises either physically or through electronic media or through any other mode, system or medium.

For the purposes of entire contract "Confidential Information" shall include but are not limited to any proprietary or secret information, technical data, trade secrets or know-how, whether (oral or written or in electronic format or in any other media and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes and process documents, services, projects, proposals, all work produced by him/her whether during normal working hours or not, computer programs, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom he/she become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, patent/copyright applications filed by the Company in any country or jurisdiction (until the same is generally available to public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, legal documents, personnel information, client lists and information regarding the same.

**Further, Confidential Information shall also cover following Technical Information and Non-Technical information of company's various projects including but not limited to**

- SRS i.e. System Requirements Specifications,
- FRS i.e. Functional Requirements Specifications,
- ER diagram i.e. Entity Relationship Diagrams for databases,
- UML Diagrams i.e. Unified Modeling Language Diagrams,
- User Guide and other User Manuals,
- Methods, Processes, formula, compositions, systems, techniques, inventions, machines, computer programs and research projects,
- Coding/program files & statements including comments,
- Algorithms, Flowcharts, Decision tables and trees,
- Design and Layout files,
- Accounting, bidding and other project related financial details,
- Documented Innovative Technical project concepts,
- Product MIS/WIP Reports,
- Test data and Test Log Reports,
- Exception & Error Handling Reports,
- Every other document relating to system analysis, system design, system programming, system testing, system implementation and system maintenance stages,
- Human Resource database including contact details of Consultants,
- Client database including contact details of client,
- Vendor database including contact details of vendor,
- Company emails, chat files and other communication details,
- Animation files,
- Film files,
- Photoshop files,
- Scripts for various projects,
- Illustration files and User credentials including but not limited to user names, passwords, secret questions, secret answers, key pairs and every other identification, authentication and authorization details given to access development, deployment, staging or production environment on company's and its client's computer systems and network.

- This understanding shall also apply to any information, data document or paper that may have been accessed during engagement with the Company with respect to the Company's operation and plans, its associate concerns or anyone else associated with it or them including Consultants. It shall also extend to business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or to other tangible property and all information that comes to your knowledge whether such information is in tangible form or not, written or otherwise and formal or not.

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- 1.4 The Consultant shall not whether during or after the termination of his/her engagement use or divulge to any person (including family members), otherwise than as required in accordance with engagement or as required by law and shall use his/her best Endeavour to prevent the use or disclosure of any trade or business secret or any other information of a confidential nature concerning the business or finances of the Company including Data of customers or clients or associates or vendors of the Company which are regarded as confidential and which have or may have come into Consultant's knowledge.
- 1.5 Upon termination of Consultant's engagement, he/she shall deliver to the Company forthwith all notes, memoranda, data, source codes files, documents, computer disks and tapes, papers, tangible items and other property belonging to the Company which may have been prepared by him/her or have come into Consultants possession or under his/her control and he/she shall not retain any copies thereof.
- 1.6 The Consultant shall not save/copy for the purpose of the Company's business and on behalf of the Company either during or out of business hours make or retain copies of or extracts from documents or any notes of or information in relation to the Company's business or its clients or customer's business and you must if requested by the Company delete all confidential information upon any reusable material and destroy all of the documents and tangible items which contain or refer to any confidential information and which are in Consultant's possession or under his/her control due to your engagement.

• **NON-SOLICITATION**

The Consultant acknowledges that he/she has a fiduciary obligation to company and agrees that during his/her engagement with company or its affiliates or during the period of 36 months from the date of separation from the Company's engagement, he/she shall not directly or indirectly:

- 2.1 attempt to induce or persuade the withdrawal from Company or its affiliates of any of their respective Consultants;
- 2.2 hire or approach to hire or causes someone to hire any Consultant/employee of Company or its affiliates;
- 2.3 approach or solicit any customer/client, potential customer/client or maturing business opportunity of Company or its affiliates in order to attempt to direct any such customer/client, potential customer/client or maturing

business opportunity  
away from Company or its affiliates;

- service or deal with any customer/client, potential customer/client or maturing business opportunity of Company or its affiliates in order to attempt to direct any such customer/client, potential customer/client or maturing business opportunity away from Company or its affiliates;
- solicit or divert any business away from Company or its affiliates;
- induce or persuade any customer/client, potential customer/client, supplier, agent or other person under contract or otherwise associated or doing business with Company or its affiliates to reduce or alter any such association or business with Company or its affiliates; or
- Otherwise interfere or attempt to interfere with any of the contractual, business or economic relationships of Company or its affiliates with other parties.
- The Consultant shall not accept any employment or shall not associate in any capacity whatsoever directly or through anyone else either part-time or fulltime with or without remuneration or on honorary basis with any of the clients of Company or its affiliates.

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For the purpose of this paragraph above the definition of customer/client, potential customer/client, maturing business opportunity, supplier,vendors and agent shall include any details of any party whom you came across or you have had dealings by virtue of your consultancy relationship herein.

I hereby agree and acknowledge that aforesaid period of 36 months/ three years shall be considered as reasonable looking to the gestation period of IT industry's business model, immense efforts, time and investments made by the company for acquiring various stakeholders as mentioned in earlier paras of this clause and grooming of the Consultant.

Further, in case of the breach of this clause, the Consultant shall pay the Company compensation in sum of 100% (one hundred per cent) of the 5 yearly billing value (irrespective of actually billed or not) of each employee, customer, supplier, vendors, associate, independent contractor or representative enticed for each separate violation or breach of this Non-solicitation clause.

Such liquidated damages shall represent a minimum recovery and shall not limit or preclude the award of a greater sum in respect of any consequential damages suffered by the suffered party by reason of a breach of this Non-solicitation clause.

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- **PERSONAL DATA TRANSFER**

Company's human resources information systems are consolidated and managed centrally.

As a result, personal data is transferred around Company's locations worldwide and to some selected organizations outside that provide services to Company. By signing this agreement and accepting position with Company, Consultant is agreeing to this data transfer.

- **INVENTIONS**

4.1 The Consultant shall promptly disclose to the Company full details including drawings and models of all improvements inventions and discoveries whether the same shall be patentable or not, made by you (either alone or with any other person) relating directly or indirectly to the Businesses or which may in the opinion of the Company be capable of being used or adapted for use therein or in connection therewith to enable the Company to determine whether or not it is a Company Invention.

- During the engagement if the Consultant at any time either alone or with any other person or persons make any improvement, invention or discovery whether the same shall be patentable/copyrightable or not which could be taken, belonging to the company and Consultant shall not without the written consent of the Company apply for

patent/copyright or similar protection either in India or any other part of the world in respect of any such improvement invention or discovery whether during or after the expiration of this engagement. Consultant agrees that whenever required by the Company, he/she shall sign all such documents and do all such things as may be necessary or desirable for the purposes of obtaining any patent/copyright or similar protection for any such improvement, invention or discovery in India or in any other part of the world.

- if and whenever required by the Company apply as nominee of the Company or jointly with the Company for any patent/copyright or similar protection for any such improvement invention or discovery in the India or in any other parts of the world and sign all such documents and do all such things as may be necessary or desirable for the purposes of obtaining patent or similar protection and vesting the same in the Company absolutely as sole beneficial owner or as the Company may direct
- Decisions as to the patenting and exploitation of any such improvement invention or discovery shall be in the sole discretion of the Company and accordingly Consultant shall not (whether during or after the engagement) apply or join in applying for any patent, copyright, registered design, trade mark or other equivalent protection without the prior written approval of the Company.

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- The Consultant hereby irrevocably appoints the Company to be Consultant's attorney or agent in his/her name and on his/her behalf to execute sign and do all such instruments or things and generally to use his/her name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and with respect to any third party a certificate in writing signed by any Partner of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case
- The Company will pay all expenses in connection with any application for any patents made by Consultant as nominee for or jointly with the Company pursuant to the provisions of this clause and may indemnify Consultant in respect of all liabilities in connection with or arising from such applications for Letters or Patents when granted.
- The Company shall enjoy the exclusive and sole ownership of intellectual property rights and the rights for commercial exploitation of all work that may be undertaken or done by the Consultant, whether individually or jointly with other, independently or in a group, including the right to all publications that may be published by the Consultant based on the work being done in the Company in particular, during the period of your consultancy assignment or anytime thereafter. The Company's exclusive and sole

ownership of intellectual property rights and the rights for its commercial exploitation shall extend to the whole world.

- **SOFTWARE COPYRIGHT**

- The Consultant must not copy or distribute, for his/her own use or for any other person or Company, software used or developed by the Company unless it is under the instruction of a competent authority of the Company. Breach of this clause may be treated as gross misconduct.
- If the Consultant wishes to load software he/she must first get authorization from his/her Competent Authority and secondly take all reasonable precautions to ensure that the software neither corrupts nor destroys any existing software or data. The loading of any software must be done in conjunction with his/her Competent Authority who may advise any precautions to be taken. Any act of loading of any software without authorization and consultation with his/her Competent Authority may be treated as gross misconduct.

5.3 Consultant agrees to fully adhere with internal cyber security policy for said purposes

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- **COMMUNICATION ACCESS**

- The Consultant hereby agrees to allow the Company to gain access and retrieve the contents of messages (Consultant has received) for the purposes of monitoring, recording evidence of transactions, to find lost messages or to retrieve lost messages for Company's use and/or to assist in the investigation of unauthorized or wrongful acts (whether in accordance with the offences of misconduct or gross misconduct or some other wrongful act) and/or to comply with any legal obligation and Consultant shall take such steps as necessary to inform the recipient of such communication that the method of communication may be intercepted.
- Communications shall include but not limited to telephone, e-mail, internet, intranet, fax, video/audio conferencing, chatting, texting, or any other electronic and printed communications, letters and internal memorandum or any other type of communication medium

- **COPYRIGHT AND REGISTRATION**

- If during the engagement, Consultant shall at any time whether during the course of his/her normal duties or of other duties specifically assigned to him/her (whether or not during normal working hours) either alone or in conjunction with any other person originate, conceive or write any design (whether register able or not) or other work in which copyright or design right may subsist or shall in any other circumstances during the engagement originate any such design or work which may be capable of being used or adapted for use directly or indirectly in the businesses or in connection therewith (except only those works originated, conceived or written wholly outside your normal working hours which are wholly unconnected with this appointment) Consultant shall forthwith disclose the same to the Company and shall hold them in trust for the Company until such rights shall be fully vested in the Company.
- The Consultant hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works and designs written originated conceived or made by him/her.

7.3 Further, it is agreed that the Company is fully authorized to institute such suits or proceedings and prosecute such persons as the Company may consider expedient against anyone, including Consultant, for recovery of damages, losses, loss of

profits, penalty for infringement of any of its rights and to secure to the Company full technical assistance in such proceedings.

## **8 THIRD PARTY INFORMATION:-**

Consultant agrees, in addition, that the Company has received, and in the future will receive, from third parties confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of engagement and thereafter, Consultant agrees to hold such Information in strict confidence and shall not use for himself/herself or others or disclose or divulge to others including future employers, unless expressly authorized by an authorized executive officer of the Company in writing. By way of illustration but not limitation, **"Third Party Information"** includes but not limited to phone numbers, email ids, bank information, social security numbers and every other third party detail. Consultant further agrees that he/she shall not use third party email ids and other contact details for any professional networking purposes by way of sending invitations to such email ids and other contact details to join his/her Facebook, LinkedIn, twitter or/and every other social/professional networking site or by any other way for commercial purposes during the term of engagement and for a term of 36

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### **Public Reference:**

Consultant agrees that he/she shall not include the name of the IT projects of the Company, client details, company pictures, company events, urls and other confidential or non-confidential information in his/her curriculum vitae or on social profiles such as Facebook, twitter, LinkedIn and every other such websites/blogs/forums/networking media.

### **Private Reference:**

Consultant agrees that he/she shall only use company name, designation and brief job role as approved by company in his/her curriculum vitae or on social profiles such as Facebook, twitter, LinkedIn and every other such websites/blogs/forum/networking media.

## **9 WAIVER OF CLAIMS:-**

Consultant hereby waives any and all claims, of any nature whatsoever, which he/she now or may hereafter have for infringement of any Proprietary Rights assigned by him/her to the Company pursuant to this Consultant Confidentiality Agreement.

## **10 NO IMPROPER USE OF MATERIALS:-**

During engagement with the Company, Consultant shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Consultant has an