Intern's Confidentiality & Non-Disclosure Agreement

This confidentiality and intellectual property assignment agreement ("Agreement") is entered into on 07-Nov-2024 ("Effective Date"), by and between:

1. AUM TechLabs Pvt Ltd. hereinafter referred to as the "Company" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part and

2. Dipesh Pohanekar hereinafter referred to as "Developer", (which expression shall, unless repugnant to the meaning or context hereof mean and include its successors and permitted assigns) of the Second Part.

The Company and the Developer are each hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

A. This Covenant Not to Solicit and Non-Disclosure Agreement is executed upon initial association or upon the Developer's advancement with Company and is an important precondition of such association with the Company;

B. Over the course of Developer's association with Company, Developer will be or has been exposed to and/or is in a position to develop and/or come across confidential information peculiar to Company's business and not generally known to the public as defined below ("Protected Information"). It is anticipated that Developer will continue to be exposed to Protected Information of greater sensitivity during the tenure of his/her association in the Company;

C. The Developer acknowledges and agrees that the nature of Company's business is highly competitive and unauthorised and unlawful disclosure of any Protected Information would result in severe damage to Company and be difficult to measure;

D. The Developer further agrees and acknowledges that Company makes use of its Protected Information throughout the world and Protected Information of Company can be used to Company's detriment anywhere in the world; and

E. That in view of the above, the Company desires that all Protected Information shared with or provided to the Developer in course of his association, or otherwise, be subject to non-solicit and non-disclosure restrictions set out in this Agreement and the Developer hereby undertakes and assumes and abide by all obligations and liabilities as provided in this Agreement.

F. The Parties are therefore executing this Agreement to provide terms and conditions and restrictions on disclosure of such Protected Information by the Developer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, both intending to be legally bound, agree as follows:

(1) Developer will complete Company direct or indirect client's project based on direction to Developer by Company. Developer will, in connection with designing the Project, take

ongoing creative direction from the Company. Developer agrees that all project communications must be channelled through the Company. Developer will, unless instructed otherwise by Company, take creative direction only through Company.

1. Developer will deliver all of project requirements, project documentations, mockups, proto types, designs, codes, object model, Database design, and development related any other work done for the AUM TechLabs and its clients, so that the Company can review them and agree on the design that it wants.
2. Developer will, unless agreed to otherwise by the company by Company, deliver the AUM TechLabs project related work within the specified timelines. Developer will launch the project and release all control of the project to the Company at the completion of the terms.

(2)

1. Payment: Company agrees to pay the Developer, the amount of Rs 8,000 monthly basis till the project continues. TDS will be applicable as per the Gov. of India Tax guidelines.
2. Developer understands and agrees that the compensation set forth above shall constitute full and complete payment for Developer's services under this Agreement and that Developer shall not receive any royalties or residuals of any kind.
3. Your employment begins with a mandatory 6-month training period, starting on your joining date. This training will include both classroom instruction and on-the-job experience. It's crucial that you begin on the specified date, as failure to do so will result in the withdrawal of this employment offer. Throughout your training, your performance will be continually assessed. If your performance doesn't meet our standards, your employment will be terminated. Upon successful completion of the training program, you will receive a permanent offer letter.
4. During your initial 6-month training period, you are not eligible for any paid leave.

(3) Developer will be on a work-for-hire basis and all Materials created will, as between Developer and Company, be the sole and exclusive property of Company throughout the universe from the time of their creation into eternity. All Materials are and shall be considered Works Made for Hire (as such are defined under the INDIA Copyright law) and Company shall be the Company and sole owner and proprietor of copyright and any other right, title, or interest in or to the Materials. In the event that it should be determined that any of such Materials do not qualify as a Work Made for Hire, Developer shall and hereby does assign and transfer to Company Developer's entire right, title, and interest in and to the copyright and all other rights, however acquired, that Developer may have in the Materials. Upon request, the Developer will take such steps as are necessary to enable the Company to record such assignments. Developer hereby waives all moral rights in the Materials.

(4) Developer warrants and represents that, except for those portions contributed by Company, all Materials submitted by Developer to Company shall be Developer's own work and original creation, that the submitted Materials shall not infringe on the intellectual property rights, right of privacy, or any other right of any third party, and that by entering into, fully performing and granting the rights granted by Developer in this Agreement, Developer is not and shall not be in violation of the terms of any agreement or understanding to which

Developer is a party. Developer shall fully defend, indemnify, and hold harmless Company for any breach of the foregoing warranties and representations.

(5) Company shall have the right but not the duty to use, adapt, edit, add to, subtract from, revise, or alter the Materials or any part thereof, to combine the Materials with works of others, and to copy, publish, reproduce, record, and exploit the Materials in all media now and hereafter known, without additional compensation to Developer.

(6) Developer agrees that, as between Company and Developer, all materials delivered to Developer by Company are the sole property of Company and Developer may not duplicate, share, or dispense of these materials. At any time Company may request for Developer to return or to destroy the materials delivered, and Developer agrees to perform as requested, at Company's expense.

(7) Developer understands that in the course of performing Developer's duties Developer has and will come into contact with Confidential Information. AUM Tech Labs has total right to terminate Developer/Developer service with any further notice or reason. Confidential Information includes, but is not limited to any nonpublic information regarding the business, the business model, the products and services of the business, sales, financial, customer, supplier and all matters relating to the business and its process which are not known to the general public; the terms and contents of this Agreement and of all past and future agreements between Developer and Company, including but not limited to any information relating to Developer's compensation. Notwithstanding the foregoing, Developer's compensation pursuant to this Agreement shall not be considered Confidential Information for the purpose of Developer or Developer's representatives revealing it for the purpose of establishing Developer's compensation "precedent" as is customary in the industry. Developer agrees that during and after the performance of Developer's duties:

    A. Developer shall keep secret Confidential Information and not disclose this information to anyone other than Company or it's the Company legal representatives without Company's prior written consent;

    B. Developer shall not make use of any of such Confidential Information for Developer's own purposes or for the benefit of anyone other than Company;

    C. Upon Company's written request, Developer shall deliver promptly to Company all Materials, software, data, memoranda, notes, records, and other documents, including all copies thereof, constituting or relating to such Confidential Information Which Developer may then possess.

    D. Developer cannot establish any communication with the AUM TechLabs's client where he is assigned the project work unless it is approved by the Company's officials. Developer cannot solicit employment without prior written approval by the Company's executive management, with Company's Clients where the employee has been assigned or with whom Employee became acquainted or gained knowledge of during the course of, or as a result of, the business relationship of the parties directly or through another third party.

    E. Developers cannot solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Developers with whom you had Material Contact.

    F. Written materials that are intended to fall under the protection of this Agreement will be clearly marked "Confidential," "Proprietary" or similar marking. When verbal

discussions between the Parties include Confidential Information, that fact shall be announced in the discussion, and then within ten days summarised in writing by The Company, marked appropriately as above, and presented to the Developer.

G. Notwithstanding the foregoing, if any Confidential Information pertaining to a Disclosing Party shall become generally available to the public other than as a result of a breach by the Developer of its agreement hereunder, the same shall no longer be considered Confidential Information for purposes of this Agreement. In addition, the term Confidential Information shall not include information, technical data or know-how which (i) is in the public domain at the time of receipt, (ii) is in the possession of the Developer at the time of disclosure, (iii) is expressly approved by The Company, in writing, for release, (iv) comes into the possession of the Developer from a third party that was not, to the Developer 's knowledge, subject to any confidentiality restriction, or (v) is independently developed by the Developer without reference to the Confidential Information.

H. Written materials that are intended to fall under the protection of this Agreement will be clearly marked "Confidential," "Proprietary" or similar marking. When verbal discussions between the Parties include Confidential Information, that fact shall be announced in the discussion, and then within ten days summarised in writing by The Company, marked appropriately as above, and presented to the Developer. The Company owns all rights with respect to its Confidential Information disclosed to the Developer , and no right, express or implied, is conveyed to the Developer by the disclosure of the Confidential Information that is made by The Company to the Developer

(8) Business Assets: The Developer shall use the provided assets including information system of The Company only for legitimate and business purpose/s.

(9) Return of Confidential Information and Asset: All Confidential Information and materials furnished by the Company to the developer shall remain the property of the Company. Immediately upon demand by Company, the developer shall deliver to the Company's all of its Confidential Information, copies and other assets provided by Company at the time to contract & during the contract period thereof which is then in the possession of the Developer . At the request of the Company, the developer shall certify in writing that it has destroyed or turned over to AUM TechLabs all documents containing such Confidential Information.

(10) Required Disclosure: If the Developer becomes legally compelled to disclose any Confidential Information, it shall immediately notify The Company so that The Company may, at its option, seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Notwithstanding any other term or provision of this Agreement, the Developer hereto agree that it shall be permissible for Developer to make disclosures regarding this Agreement or the Proposed Transaction that are necessary or appropriate to fulfil its obligations under any applicable law.

(11) No Solicitation: During the pendency of discussion concerning the Proposed Transaction between the parties, and for a period of five (5) years following termination of such discussion or this Agreement, the Developer will not solicit the employment of any employee of The Company who is, or was, involved in the discussions or any subsequent joint activity between the parties. Further, during the pendency of discussion concerning the Proposed Transaction between the parties, and for a period

of five (5) years following termination of such discussion or this Agreement, the Developer will not solicit the work from the client / prospective client of The Company to whom a representation is made or which has been directly or indirectly introduced by The Company with respect to the Proposed Transaction between the parties.

(12) No Implied Rights: No rights, obligations, representations, or terms, other than those expressly set forth herein, are to be implied from this Agreement. The Developer hereby acknowledges and agrees that the disclosure of Confidential Information contemplated by this Agreement in no way creates any commitment or obligation on behalf of The Company with respect to the Proposed Transaction except as expressly set forth herein. In particular, nothing herein shall be construed as granting any right or licence to the Developer under any intellectual property owned or controlled by The Company.

(13) Confidentiality of Salary/ Wages/ Profession Fee Bill and Benefit Information: Developer is prohibited from discussing their salary / wage/ profession fee bill, levels and company benefits with other CONSULTANTs/Developers/Contractors or employees. Such information is confidential and may not be discussed in the workplace. Any Developer violating this policy will be considered to have committed a breach of confidentiality and will be subject to disciplinary action, up to and possibly including termination of such association.

(14) Accounting of Profits: Developer agrees that, if Developer violates any terms of this Agreement, Company shall be entitled to an accounting and repayment of all profits, salary, compensation, commissions, remuneration or any other benefits which Developer directly or indirectly has benefited and/or may benefit and/or any such direct and consequential loss or damages suffered or may be suffered by the Company in future as a result of or in connection with any such act or omission causing violation of the terms of this Agreement. Such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Company may be entitled at law or in equity.

(15) Indemnification: The Developer hereby agrees to indemnify The Company in respect of any and all claims, losses, costs, liabilities and expenses, including reasonable attorneys' fees and expenses, resulting from or arising out of the valid enforcement of this Agreement, including, but not limited to, enforcement proceedings with respect to any breach or threatened breach of this Agreement by the Developer or by a Developer's Representatives.

(16) Injunctive Relief: The Developer hereby acknowledges and agrees that, in the event of any breach or threatened breach of this Agreement, including, without limitation, the actual or threatened disclosure of any Confidential Information without the prior written consent of The Company, The Company will suffer irreparable injury and that no remedy at law will provide adequate protection against, or appropriate compensation for, such injury. Accordingly, the Developer hereby agrees that The Company shall be entitled to specific performance of the Developer's obligations under this Agreement and any further injunctive relief that may be granted by a court of competent jurisdiction.

(17) This Agreement shall be governed in accordance with the laws of India, New Delhi. In the event of any dispute between the parties (including any of their respective affiliated companies or owners, employees, agents, directors, and officers) arising out of or relating to this Agreement or the performance, non-performance, existence, validity, breach, or termination thereof that may potentially involve more than the maximum recovery available in small claims court and that would otherwise require or allow resort to any court or other governmental dispute resolution forum, shall be submitted to and determined by mandatory binding arbitration pursuant to the jurisdiction and procedural rules of the New Delhi State law. Venue shall be in New Delhi. The parties will abide by any decision in the arbitration and any court having jurisdiction may enforce it. The parties submit to the jurisdiction of the courts to compel arbitration or to confirm an arbitration award.
The parties agree to accept service of process in accordance with Indian government Laws.

The Developer obligations under this agreement shall continue for a period of ten (10) years after termination of this Agreement with respect to Confidential Information disclosed.

If any provision of this Agreement is found by a court of competent jurisdiction and authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed effectively given or delivered upon receipt. Any such notice, demand or communication may be given (i) by personal delivery to the party to be notified, (ii) by confirmed facsimile or (iii) by mail or courier. All communications will be delivered to the addresses or facsimile numbers that appear below, or to such address or facsimile number as such party may designate by ten (10) days advance written notice to the other party

(18) This Agreement constitutes the entire understanding of the parties and supersedes all prior agreements which may have been entered into between the parties with respect to the subject matter hereof, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

(19) Company and Developer agree to perform such other further and reasonable acts and to execute, acknowledge and deliver such other further and reasonable documents and instruments, including, without limitation, certificates of Incorporation with respect to all material furnished by Developer.

This Agreement and Developer's association hereunder, shall be construed according to the laws of India. Developer further hereby submits to the jurisdiction of, and agrees that exclusive jurisdiction over and venue for any action or proceeding arising out of or relating to this Agreement shall lie with the court of New Delhi.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first mentioned here-in-above.

Developer (Intern)   COMPANY.

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Name: Dipesh Pohanekar   Name: Ankur Verma
Date: Title: CEO