

NON-DISCLOSURE AGREEMENT (NDA)

Date: 19th July 2021

This Nondisclosure Agreement (the "Agreement") is entered into by and between Siquar Technologies Private Limited (hereinafter referred as the "Company" or "Disclosing Party") and Mr. Yashvardhan Singh Tomar ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The Parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information"). The Disclosing Party and the Receiving Party are collectively referred to as "Parties".

- 1. Definition of Confidential Information.** The Parties agree that information disclosed orally or in writing or made available by the Company ("Company") to the Receiving Party, including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; customer information; computer programs; software codes; databases; suppliers; software; distribution channels; marketing studies; intellectual property irrespective of the creator; information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed "Confidential Information". In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement during the course of employment was intended to be and shall be subject to the terms and conditions of this Agreement.
- 2. Exclusions from Confidential Information.** The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use for a period of five (5) years from the date of last disclosure by the Company. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall limit its internal disclosure of the Confidential Information to only those employees, agents, clients and partners who have a need to know the information for the limited purpose of executing his/her job responsibility. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's benefit, publish, copy, or

otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

- 4. Ownership of Confidential Information.** All Confidential Information, all material items delivered by the Company to the Receiving Party and all Intellectual Property including but not limited to those developed by the Receiving Party under the tenure of his/her employment remains the property of the Company and no license or other rights in the Confidential Information are granted to the Receiving Party by this Agreement or by the act of disclosure.
- 5. Non-Circumvention.** The Receiving Party agrees to not circumvent the Company and work with business associates, clients, and other third-party vendors introduced by/to the Company. This non-circumvention provision shall expire at the end of five (5) years from the termination of this Agreement.
- 6. Non-Solicitation.** For a period of five (5) years after the termination of this Agreement, the Receiving Party agrees that he/she will not solicit for work, or provide service or advice or assist others with the opportunity to do the same, any Client of any the Company.
- 7. No Tampering.** While the Receiving Party is employed by the Company and for five (5) years following the termination of Receiving Party's employment with the Company, the Receiving Party shall not (a) request, induce or attempt to influence any supplier of goods or services to the Company to curtail or cancel any business they may transact with the Company; (b) request, induce or attempt to influence any customers of the Company that have done business with or potential customers which have been in contact with the Company to curtail or cancel any business they may transact with the Company; (c) request, induce or attempt to influence any employee of the Company to terminate his or her employment with the Company; or (d) request, induce or attempt to influence any client or partner/vendor of the Company to curtail or cancel any business they may transact with the Company.
- 8. Remedy.** The Receiving Party hereby acknowledge that unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Company, which could cause significant and irreparable financial harm. Accordingly, the Receiving Party agrees that the Company shall have the right to seek and obtain injunctive relief, other rights and remedies it may have from a court of competent jurisdiction from breaches of this Agreement.

- 9. Termination.** This Agreement shall survive and remain in effect until expressly terminated in writing and signed by all Parties, or until five (5) years from the date of termination of employment between the Company and the Receiving Party.
- 10. Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 11. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
- 12. Integration.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both Parties.
- 13. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- 14. Notice of Immunity.** Receiving Party is provided notice that an individual shall not be held criminally or civilly liable under any central or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to the central government, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

Receiving Party Signature_____

Receiving Party Name: Yashvardhan Singh Tomar

Date_____

For Company,

A handwritten signature in blue ink, appearing to read 'Vinayak', with a horizontal line drawn through it.

Vinayak Anil Kumar
Director