IMMERGRO TECHNOLOGIES PVT LTD

1 EMPLOYEE NONDISCLOSURE & NONCOMPETE AGREEMENT

This EMPLOYEE NONDISCLOSURE & NONCOMPETE AGREEMENT has been entered into, on this day 08 April, 2024.

BETWEEN

IMMERGRO TECHNOLOGIES PVT LTD,an Indian Company, having its registered office **Amrita TBI, Amritha Vishwa Vidhyapeetham University Campus, Kasavanahalli, Carmelaram, Bengaluru, Karnataka-560035**(hereinafter called Digiledge or COMPANY which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns).

AND

Hiran Vikraman S R, 102/4, Rajagopal Thottam, Karungalpalayam, Erode, Tamil Nadu PIN 638003 (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 that is the subject of ownership by Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, arising out of the performance of this agreement and/or other business arrangements, inclusive of but not limited to any oral arrangement which Company may have entered into with the Party or other party.

Confidential Information: Confidential information means confidential or proprietary information relating to the COMPANY, including but not limited to financial, scientific, operational, engineering, marketing and technical, as well as intellectual property, formulations of certain products, samples and specifications,

material, performance and purchasing specifications, test data (conducted inhouse or through collaborative or venture efforts), trade secrets, knowhow, patents, utility models, process information, instruction books, manuals, standards, reports, software, computer programs, compilations of information, records, data, designs,

architecture information, drawings, procedures, methods of doing business and other confidential 'or proprietary information, whether in hard-copy form, or in the form of tapes, disks, electronic mail or other machine readable format, and including updates, enhancements and revisions thereto inclusive of any and all improvements / modifications, alterations substantial or otherwise (all such confidential and proprietary information is hereinafter collectively referred to as the "Confidential Information") etc. Also as used in this agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement inclusive of but not limited to any other prior confidential agreement whether explicit or implied by terms and relationship of Employee with the company and his/her stated or present functions, that is subsisting on the date of this agreement; (ii) Company's business plans, strategies, methods and/or practices; (iii) any information relating to Company or its business that is not generally known to the public, including, but not limited to information about Company's Personnel, products, customers, marketing strategies, services or future business plans, and (iv) Process information defined as data/test data/reports/studies inhouse or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which company may own or be associated with such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols inclusive of other data that Company has ownership of/retains and is available and being used by Company with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, knowhow, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to the Company's products, manufacture and sale of products envisaged by company's knowhow or any other improved knowhow. Confidential Information as described herein, which is in the possession of Digiledge in the course of its routine business / operations, but belongs to any vendor, partner or any related business entity, shall also be considered Confidential information for the purpose of this Agreement.

Employee: Employee means any individual who was or is an employee of Digiledge whose status is permanent or contractual in nature by Digiledge, its venture partners or its subsidiaries or beneficiaries.

WHEREAS

a.   Employee during his/her normal course of business has access to Intellectual Property and Confidential Information.
b.   The unauthorized disclosure by employee or former employee of the said intellectual property or confidential information could expose Digiledge to irreparable harm in monetary terms as well as in terms of reputation and goodwill.

c.   Digiledge thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

2 Acknowledgement of Confidentiality

Hiran Vikraman S R hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.

3 Agreement not to disclose

d.   Hiran Vikraman S R hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialize or disclose except under terms of employment of Digiledge, any confidential information or intellectual property to any person or entity, except as Digiledge may approve in writing, for a period of 5 (five) years following the date on which the employee ceases to be in the employment of Digiledge owing to resignation, termination, retirement or any other reason whatsoever .

e.   Even upon assignment of confidential information or intellectual property by Digiledge, Hiran Vikraman S R undertakes to use at least the same degree of care in safeguarding the confidential information as he/she uses or would use in safeguarding his/her own confidential information, and shall take all steps necessary to protect the confidential information or intellectual property from unauthorized or inadvertent disclosure.

f.   The validity of the terms and conditions of this Agreement shall survive the period of employment for a period as stated herein.

4 Remedies for Breach of Confidentiality

Hiran Vikraman S R agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to Digiledge which will not be adequately compensable in monetary damages, that Digiledge will have no adequate remedy at law thereof, and that Digiledge may, in addition to all

other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect Digiledge against, or on account of, any breach by the employee/former employee of the provisions contained herein, and employee agrees to reimburse the reasonable legal fees and other costs incurred by Digiledge in enforcing the provisions of the proposed transaction.

5   Non Compete

Employee inclusive of his/her direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information

by Digiledge hereby agrees not to set up any business or entity that directly or indirectly competes with the business of Digiledge and its successors and assigns during the term of the agreement and for a period of 5 years [Five Years] following the expiration or termination of this employment and notwithstanding the cause or reason for termination.

6 Jurisdiction
Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction in Karnataka

7 General Provision
a.   This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.
b.   This Agreement is expressly limited to its terms and may be modified or amended only by writing signed by both parties.
c.   Neither this Agreement nor any rights or obligations inherent, Confidential Information, knowhow, trade secrets and other property and intellectual property hereunder may be transferred or assigned to any third party. Any attempt to the contrary shall be void.

8 Severability
d.   The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

b.   The parties hereto consider the restriction contained to be reasonable as to protect Digiledge's interests and rights.

9 Force Majeure
Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10 Notice
All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to

have been duly made if actually delivered, or after 15 days after mailing, if mailed by registered post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

Employee Name: Hiran
Vikraman S R Designation:
Trainee Software Engineer
Address:102/4 Rajagopal
Thottam,
Karungalpalayam, Erode,
Tamil Nadu,PIN:638003
For Digiledge
Name:
Designation:
Address:
PIN: 560035