



2nd Floor, SAMVIT, Behind Udayapura Bus Stop 21st Km, Kanakapura Rd, Udayapura, Bengaluru, Karnataka - 560082

NON-DISCLOSURE AGREEMENT

(All employees, including board members, investors, full-time and part-time staff, contractors, interns, and volunteers who may have access to confidential information are required to sign the NDA)

THIS NON-DISCLOSURE AGREEMENT (“The Agreement”) is made and executed at Bangalore on this Seventeenth day of May, Two Thousand and Twenty Three (17.05.2023),

BY AND BETWEEN:

SUMERU DIGITAL SOLUTIONS PRIVATE LIMITED, a Company, incorporated under the Companies Act 1956, having its Principal Place of business at 2nd Floor, SAMVIT, Behind Udayapura Bus Stop 21st Km, Kanakapura Rd, Udayapura, Bengaluru, Karnataka - 560082, having its PAN No **ABHCS4634D**, being represented by its CEO and Director **Sri. Abhijeet Ranadhir** aged about 45.

Hereinafter referred to as “**The Company**”, (which expression shall, unless repugnant to the context, mean and include its executors, administrators, assigns and successor-in-office).

AND

_____, S/D/W/O, _____, aged about ____ years, residing at _____, having Aadhar No. _____, hereinafter referred to as “**The Employee**”.

WHEREAS, the Employee may have access to certain confidential and proprietary information of the Company during the course of employment;

WHEREAS, the Company desires to protect its confidential information and trade secrets; and

WHEREAS, the Employee agrees to maintain the confidentiality of such information;

Confidential Information Defined – As used in the Agreement, it is the information and data of any kind concerning any matters affecting or relating to Sumeru Digital Solutions Private Limited, the business or operations of company. Confidential Information includes but not limited to the company

product, any document, discovery, invention, improvement, patent specification, formulations, plans, ideas, books, accounts, data, reports, drafts of documents of all kinds, correspondence, client information, lists and files, decisions, information about employees, strategies, drawings, recommendations, designs, office precedents, policies and procedures, budget and financial information in any form, i.e. physical, electronic, electromagnetic or otherwise of the company not generally known or available outside of the company. Confidential information to do with unpublished inventions can be particularly sensitive. Disclosure of an invention before a patent application is filed will cause irreversible loss of intellectual property rights to the owner of the invention. Even after a patent application is filed, care must be taken not to disclose improvements to the invention. Trade secret protection will also be lost through open disclosure of the secret.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

A. Confidential Information:

- (a) The Employee acknowledges that during the course of employment, they may have access to and become acquainted with certain confidential and proprietary information of the Company. This includes, but is not limited to, trade secrets, customer lists, financial information, marketing plans, product information, software, and any other information identified as confidential by the Company.
- (b) The Employee agrees to hold the Confidential Information in strict confidence and to not disclose, publish, or reveal it to any third party without prior written consent from the Company.
- (c) Employee will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Company.
- (d) The obligations of confidentiality shall continue even after the termination of the Employee's employment with the Company. Moreover, the Employee shall, upon the request or upon termination of his/her relationship with the Company, deliver to the Company any drawings, notes, documents, equipment, and any other materials or objects received from Company or originating from its activities for Company.
- (e) Employee working on any in-house product with the development team in any capacity or working on any servicesproject of client in any capacity, then he or she should not share the information of the product idea or the product while it is in the process of development and not released in the market. If the product information needed to be shared for Sales and Marketing purposes only, then a prior written approval of such sharing from higher management is required.
- (f) Similarly, the Employee should refrain from sharing any client meta dataor application or business data from our own products or client's applications without prior written approval from higher management.

B. Use of Confidential Information:

- (a) The Employee shall use the Confidential Information solely for the purpose of performing their duties and responsibilities as an employee of the Company.
- (b) The Employee shall not use the Confidential Information for their personal gain or for the benefit of any third party.
- (c) The Employee shall take all reasonable precautions to prevent unauthorized use, disclosure, or loss of the Confidential Information.
- (d) The Company shall have the sole right to determine the treatment of all inventions, writings, ideas and discoveries received from the Employee during the period of employment, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as may deem appropriate.

C. Return of Materials:

- (a) Upon the termination of the Employee's employment with the Company, the Employee shall promptly return to the Company all materials, documents, and records containing or pertaining to the Confidential Information.
- (b) The Employee shall not retain any copies, duplicates, or extracts of the Confidential Information unless explicitly authorized in writing by the Company.

D. Remedies:

- (a) The Company reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
- (b) The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Company. In the event of a breach or threatened breach of this Agreement, the Company shall be entitled to seek injunctive relief, in addition to any other legal remedies available.
- (c) The prevailing party in any legal action to enforce this Agreement shall be entitled to recover reasonable attorney fees and costs.

E. Entire Agreement:

- (a) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
- (b) Nothing in this Agreement shall be construed as a promise of continued employment for any specific period of time.

F. Governing Law and Jurisdiction:

(a) This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Bengaluru, Karnataka.

(b) The rights and obligations under this Agreement are personal to the parties and may not be assigned or transferred to any other party.

G. Waiver:

(a) The failure of either party to enforce any provision of this Agreement shall not be deemed as a waiver of such provision or the right to enforce it in the future.

IN WITNESS WHEREOF, the Parties hereinto, have executed this Non-Disclosure Agreement, by affixing their signatures to these presents, hereunder on the day, month and the year above mentioned:

Employee Name

Employer Name

Name: _____

Name _____

Title: _____

Title _____

Date : _____

Date _____