NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on July 7, 2025, by:

Company: Innovate Systems Ltd., a corporation at 101 Cyber City, Gurugram, Haryana, India ("Company"), and

Employee: Rohan Mehra, residing at 654 Orchid Towers, Sector 56, Gurugram, Haryana, India ("Employee").

WHEREAS, the Employee's role as Data Analyst involves access to sensitive information;

WHEREAS, the Company requires protection of such information;

NOW, THEREFORE, the parties agree:

1. Confidential Information

1. **Definition.** "Confidential Information" includes proprietary data such as product designs, financial records, and client contracts disclosed to the Employee.

2. Employee Responsibilities

1. **Duties.** The Employee shall perform Data Analyst duties as per the Company's job description.
2. **Non-Disclosure.** The Employee shall not share Confidential Information without written Company approval.
3. **Use Restriction.** Use of Confidential Information is limited to job-related purposes.

3. Compensation

1. **Salary.** The Employee shall receive $45,000 per year, paid via cheque on the 1st of each month.
2. **Benefits.** Includes annual leave and health insurance per Company policy.

4. Duration

1. **Term.** Effective from July 20, 2025, continuing during employment and 1 year post-termination for confidentiality.
2. **Survival.** Confidentiality obligations survive termination.

5. Termination

1. **Termination.** Ends upon employment cessation, except confidentiality obligations.

2. **Breach.** Immediate termination upon confidentiality breach.

3. **Return.** All Confidential Information must be returned upon termination.

4. **Penalty.** Early termination by the Employee without cause incurs a $2,000 penalty.

6. Liabilities

1. **Employee Obligations.** The Employee shall:

   - Secure Confidential Information.

   - Report unauthorized disclosures immediately.

2. **Company Obligations.** Provide access to necessary information.

3. **Indemnification.** The Employee indemnifies the Company for breach-related losses.

4. **Limitation.** Company liability is limited to direct damages.

7. Miscellaneous

1. **Entire Agreement.** Supersedes all prior agreements on this subject.

2. **Governing Law.** Haryana, India law applies, with venue in Gurugram courts.

3. **Severability.** Invalid provisions do not affect others.

4. **Notices.** To legal@innovatesystems.com and rohan.mehra@email.com.

IN WITNESS WHEREOF, the parties have signed below.

For the Company
By:

$Name: Anjali Verma Title: Chief Financial Officer Date: July 7, 2025$

For the Employee
By:

$Name: Rohan Mehra Date: July 7, 2025$