NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and entered into on July 5, 2025, by and between:

Company: Apex Technologies Inc., a corporation with its principal place of business at 123 Innovation Drive, Bengaluru, Karnataka, India ("Company"), and

Employee: Arjun Sharma, an individual residing at 456 Lotus Apartments, Koramangala, Bengaluru, Karnataka, India ("Employee").

WHEREAS, the Company intends to employ the Employee in the role of Software Engineer, and in the course of employment, the Employee will have access to confidential and proprietary information;

WHEREAS, the Company desires to protect such information from unauthorized disclosure;

NOW, THEREFORE, in consideration of the Employee's employment and the mutual promises herein, the parties agree as follows:

1. Definition of Confidential Information

1. **Scope.** "Confidential Information" includes, but is not limited to, trade secrets, business plans, financial data, customer lists, software code, and any other proprietary information disclosed by the Company to the Employee, whether in writing, orally, or by observation, marked as confidential or reasonably considered confidential.

2. Employee Duties

1. **Role.** The Employee shall perform duties as Software Engineer, including developing and maintaining software applications as outlined in the job description provided by the Company.

2. **Confidentiality Obligation.** The Employee shall not disclose, publish, or otherwise reveal any Confidential Information to any other party whatsoever except with the prior written authorization of the Company.

3. **Use of Information.** The Employee shall use Confidential Information solely for the purpose of performing their job duties and not for personal gain or to benefit any third party.

3. Compensation

1. **Salary.** The Employee shall receive a salary of $60,000 per year, payable via direct deposit on the last working day of each month.

2. **Benefits.** Additional benefits include health insurance and paid leave as per the Company's employment policies.

4. Duration of Agreement

1. **Effective Date.** This Agreement is effective as of July 10, 2025, and continues for the duration of the Employee's employment and for 2 years thereafter with respect to confidentiality obligations.

2. **Survival.** The confidentiality obligations shall survive the termination of employment.

5. Termination

1. **Termination of Employment.** This Agreement terminates upon the Employee's cessation of employment, subject to surviving confidentiality obligations.

2. **Breach.** The Company may terminate this Agreement immediately if the Employee breaches any provision, including unauthorized disclosure of Confidential Information.

3. **Return of Materials.** Upon termination, the Employee shall return all documents, records, and materials containing Confidential Information to the Company.

6. Liabilities and Responsibilities

1. **Employee Responsibilities.** The Employee shall:
   - Safeguard Confidential Information using reasonable care.
   - Notify the Company immediately of any unauthorized disclosure or loss of Confidential Information.

2. **Company Responsibilities.** The Company shall provide the Employee with necessary access to Confidential Information to perform their duties.

3. **Indemnification.** The Employee agrees to indemnify the Company against any losses, damages, or expenses (including legal fees) arising from the Employee's breach of this Agreement.

4. **Limitation of Liability.** The Company shall not be liable for any indirect or consequential damages arising from the Employee's use of Confidential Information, except as provided by law.

7. Miscellaneous

1. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements.

2. **Governing Law.** This Agreement shall be governed by the laws of Karnataka, India, with venue in Bengaluru courts.

3. **Severability.** If any provision is invalid, the remaining provisions remain in effect.

4. **Notices.** Notices shall be sent via email to legal@apextech.com for the Company and arjun.sharma@email.com for the Employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date of signature below.

For the Company
By:

$Name: Priya Gupta Title: HR Manager Date: July 5, 2025$

For the Employee
By:

$Name: Arjun Sharma Date: July 5, 2025$