

Non Disclosure Agreement

This Agreement is entered into as of the 4th day of August, 2025, the "Effective Date", by and between Infigon India Pvt. Ltd., hereinafter known as "Party A", Pranav Deshmukh hereinafter known as "Party B". WHEREAS Party A and the Party B, hereinafter known as the "Parties", have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and WHEREAS the Parties agree that Confidential Information of a Party may include, but not be limited to, that Party's:

(1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of 3 months from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honour any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party

will suffer irreparable injury if its Confidential Information is made public, released to a third party or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

4. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- a. Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party;
- b. Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents;
- c. Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder;
- d. Is approved for release (and only to the extent so approved) by the disclosing Party; or

5. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture or other similar relationship between the Parties.

6. Probationary Clause: During the initial period of employment (first 10 working days), the Company reserves the right to discontinue the engagement at its discretion without any obligation for remuneration if the performance or conduct is found unsatisfactory.

7. Adjustment of Lead Costs: Any costs incurred by the Company in procuring leads or resources may be adjusted against the employee's remuneration, as mutually agreed and documented in the offer letter.

8. Attendance & Absenteeism : Regular attendance and timely communication are essential. Unauthorised absences on more than two occasions without prior intimation may be deemed as voluntary abandonment of duties ("absconding"), in which case the Company reserves the right to terminate the engagement without liability for payment of the base salary for the affected period.

9. Work Timings & Compliance: The Company maintains strict adherence to in-time and out-time schedules to ensure operational efficiency. Repeated or unjustified deviations from the prescribed working hours may lead to corrective action, including but not limited to warnings or termination of employment.

10. This Agreement shall remain in effect for a period of 3 months from the Effective Date unless otherwise

terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

11. After discussing the quantum of data leaked, the management shall take a decision about the amount that has to be paid by the concerned individual;

a. For this a review meeting will take place amongst the Board of Directors and the individual in question will get a fair chance to explain and confess,

b. Depending upon the discussion an amount(minimum 2,00,000 INR) will be mutually decided that needs to be paid,

c. In case a member of the board of director is under question an amount of 2,00,000 INR has to be paid up front.

If you do not fulfill the entire duration of your probation, the following actions will be taken by our team:

1. We will not provide a Letter of Recommendation, Certification, or Release Letter.
2. In response to any background check or verification inquiries, we will not confirm your association with Infigon Futures.

Party A's Signature



Date :04/08/2025 CEO. Infigon Futures.

Party B's Signature _____

Date :