

EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT

This EMPLOYEE NON-DISCLOSURE & NONCOMPETE AGREEMENT has been entered into this day 01 July 2025.

BETWEEN

krtrimaIQ Cognitive Solutions, having its registered office at KM Plaza, 98/A 3rd floor, 30th Cross Rd, 7th Block, Jayanagar, Bengaluru, Karnataka 560082, hereinafter called "Company", which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns.

AND

Rohit Bohra, an Employee of krtrimaIQ Cognitive Solutions and residing at C001, nava vaibhava apartments,, Sir M vishweshwaraya road, horamavu agara, horamavu,, Bangalore, 560043, Karnataka (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, trade secrets, knowhow, patents, utility models, formulations, processes/methods of preparation, test data, conducted inhouse or by/through collaborative/venture efforts, inclusive of any and all improvements/modifications, alterations substantial or otherwise etc., that may have been effected to the said Confidential Information by Company. 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 Party with the company and his 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.

Employee: Employee means any individual who was or is an employee of the Company whose status is permanent or contractual in nature on the date of commencement of the business by Company 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 ex-employee of the said intellectual property or confidential information could expose the Company to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- c. Company thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

2. Acknowledgement of Confidentiality

Employee hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.

3. Agreement not to disclose

- a. Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialise or disclose except under terms of employment of Company, any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as Company may approve in writing.
- b. Even upon assignment of confidential information or intellectual property to Company, Employee 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.

4. Remedies for Breach of Confidentiality

Employee 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 the Company, which will not be adequately compensable in monetary damages, that Company will have no adequate remedy at law thereof, and that Company 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 Company against, or on account of, any breach by the employee/ex-employee of the provisions contained herein, and employee agrees to reimburse the

reasonable legal fees and other costs incurred by Company in enforcing the provisions of the proposed transaction.

5. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the High Court of Bengaluru at Bengaluru, Karnataka.

6. 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 in writing signed by both parties.
- c. Neither this Agreement nor any rights or obligations inherent in the Company, Confidential Information, knowhow, trade secrets and other property and intellectual property hereunder may be transferred or assigned without Company written consent respectively. Any attempt to the contrary shall be void.

7. Severability

- a. 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 **krtrimaIQ Cognitive Solutions** interests and rights.

8. 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.

9. 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.

For krtrimaIQ Cognitive Solutions

Srinivasa Rao Poladi

CEO

34/1, Rashtriya Vidyalaya Rd, 2nd Block
Jaya Nagar East, Basavanagudi

Bengaluru, Karnataka 560004

Employee

Rohit Bohra

Senior AI Engineer

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agara, horamavu,
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