

CONSULTANT NONDISCLOSURE & NONCOMPETE AGREEMENT

This CONSULTANT NON DISCLOSURE & NONCOMPETE AGREEMENT has been entered into this day 23rd July, 2021. BETWEEN HYNIVA CONSULTING SERVICES PVT LTD, having its registered office at # 8, 1st Floor, Near Navajeevan Ashram, HBR Layout, 4th Block, Hennur Cross, Bangalore, Karnataka, India -560043 hereinafter called as HYNIVA which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns

AND

Suman Gosh, SR. developer of Cross Hurdle Systems LLP, Registered Office: #53/3, Haralukunte, Bangalore 560102, a Consultant of HYNIVA (hereinafter referred to as "Consultant" which expression unless repugnant to the context shall include all beneficiaries of the said Consultant).

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 affected by the said Confidential Information by the 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 development 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/Services 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, development and sale of products envisaged by company's know how or any other improved know how.

Consultant: Consultant means any individual who was or is a Consultant of HYNIVA whose status is permanent or contractual in nature on the date of commencement of the business HYNIVA, its venture partners or its subsidiaries or beneficiaries.

WHEREAS

- a) Consultant during his/her normal course of business has access to Intellectual Property and Confidential Information.
- b) The unauthorized disclosure by Consultant or ex-Consultant of the said intellectual property or confidential information could expose HYNIVA to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- c) HYNIVA thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

2. Acknowledgement of Confidentiality

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

3. Agreement not to disclose

- a) (Name of the contractor or Consultant) hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialize or disclose except under terms of employment of HYNIVA , any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as HYNIVA may approve in writing.
- b) Even upon assignment of confidential information or intellectual property to HYNIVA, [(Name of the contractor or Consultant) 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

Vadakattu Santosh 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 HYNIVA which will not be adequately compensable in monetary damages, that HYNIVA will have no adequate remedy at law thereof, and that HYNIVA 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 HYNIVA against, or on account of, any breach by the Consultant/ex-Consultant of the provisions contained herein, and Consultant agrees to reimburse the reasonable legal fees and other costs incurred by HYNIVA in enforcing the provisions of the proposed transaction.

5. Noncompete

Consultant inclusive of his/her direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information to HYNIVA hereby agrees not to directly or indirectly compete with the business of HYNIVA and its successors and assigns during the term of the agreement and for a period of 5 years [Five Years] following the expiration or termination of this contract/employment and notwithstanding the cause or reason for termination.

6. 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 Bangalore at Karnataka.

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

8. 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 HYNIVA interests and rights.

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 HYNIVA CONSULTING SERVICE PVT LTD

Consultant

RaviKumar Kanaka
HR Manager
Cross Hurdle Systems LLP

Suman Ghosh
Laravel Developer
Suman Ghosh