NON-DISCLOSURE AGREEMENT  
  
This Agreement is made on **05/03/2022**

Between

Aloha Technology Private Limited , a company incorporated in Pune  and having its registered office at 2nd and 3rd Floors, Kumar Crystal, New DP Road, Aundh, Pune 411007 ( hereinafter referred to as "Employer") of the one part

And

**Mr**. **Hrishikesh Pravin Shankhapal** S/o **Pravin Shankhapal ,** Presently staying ***S/*O Pravin Bhalerao Shankhapal, Janta Raja Chauk, At Post Gandhali Ta Amalner, Amalner,**

**Jalgaon, Maharashtra, 425401** Pan No**. MPCPS3944C** Voter ID No**. NA** DrivingLicense No**. NA** Tel **– 8007109264** **(**Hereinafter referred to as "Consultant**")** of theother part (and collectively referred to as "the Parties").

WHEREAS

1. By a letter of appointment dated **05/03/2022** (hereinafter referred to as "Letter of Appointment"), Employer has offered employment to Consultant to fill the position as **Consultant Software Engineer** with effect from **05/03/2022** and Consultant has accepted the offer of employment as **Consultant Software Engineer** upon the terms and conditions therein.

2. Pursuant to the acceptance of employment as **Consultant Software Engineer** by Consultant or any other subsequent positions as may be decided upon by Employer, for the purpose to protect confidential information and intellectual property developed by Employer or received from its clients for its own use or for its clients and associates and to indemnify Employer from its clients, Consultant has agreed to enter into an agreement with Employer on the non-disclosure of information, specifications, drawings, data, documentations, pricing, trade other technical or business information, including but not limited to financial conditions, marketing strategies, know-how, suppliers, customers, operations and patent applications which Employer considers as "Confidential" (hereinafter referred to as "Confidential Information"), whether in written or oral form.  
  
NOW IT IS HEREBY agreed between the Parties as follows:-  
1.0 OBLIGATIONS OF Consultant  
  
1.1 Consultant agrees and undertakes to hold the Confidential Information absolutely secret and in the strictest confidence and not to at any time disclose or use or permit to be disclosed or used any of the Confidential Information for any purpose other than upon the instruction and direction of Employer.  
  
1.2 Consultant shall use his best efforts to limit dissemination of Confidential Information to other Consultants, officers and agents of Employer on a need to know basis or as directed by Employer, and not to disclose to any other person(s) or organization(s) that has not signed a non-disclosure agreement with Employer specifically directed to Confidential Information (if Confidential Information is disclosed to those who have signed such non-disclosure agreement with Employer, Consultant shall inform Employer prior to such disclosure and shall inform such person(s) or organization(s) that the Confidential Information is confidential to Employer and that such Confidential Information is subject to the restrictions and obligations of such non-disclosure agreement between such person(s) or organization(s) and Employer).

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1.3 Consultant undertakes to inform and advise those whom information is disclosed of Consultant's obligations with respect to the Confidential Information and enforce compliance therewith.

1.4 Consultant shall not reverse engineer, decompile, disassemble or decode any software or any portion thereof or derive any source code or algorithms therefrom or reproduce or copy any of the Confidential Information except as required for the purposes authorized by this Agreement and that upon request, all such Confidential Information in tangible form will be returned to Employer and all such information shall be erased from Consultant's computer system(s) and written confirmation thereof provided to Employer.  
  
1.5 Consultant shall further undertake forthwith, upon request by Employer from time to time, to return all documents and other materials containing such Confidential Information or as directed by Employer, to destroy such documents and materials (and certify destruction thereof) containing Confidential Information.  
  
2.0 LICENSE OR AUTHORITY  
No license, rights or authority, whether express or implied, in the Confidential Information is granted by Employer to Consultant to use the Confidential Information other than in the manner and to the extent authorized by this Agreement.  
  
3.0 TERMINATION OF OBLIGATION OF CONFIDENTIALITY  
Consultant shall not be liable for the disclosure of any Confidential Information which:-  
(a) was already in the public domain or which becomes so through no fault of the Consultant;  
(b) rightfully received from a third party without any obligation of confidentiality;  
(c) is explicitly approved for release by written authorization of Employer; and  
(d) generally made available to third party by Employer without restriction on Consultant.  
  
4.0 TITLE

Title to or the right to possess the Confidential Information as between the Parties shall remain in the Employer.  
  
5.0 NO REPRESENTATION  
Employer makes no representation in respect to the Confidential Information and does not warrant any information furnished herewith, but shall furnish such in good faith to the best of its knowledge and ability. Without restricting the generality of the foregoing, Employer makes no representations or warranties, whether written or oral, statutory, express or implied with respect to the Confidential Information or any technical assistance which may be provided hereunder.  
  
6.0 GENERAL  
6.1 In the event of a breach or a threatened breach or intended breach of this Agreement by Consultant, Employer in addition to any other rights and remedies available to it at law or in equity (except as otherwise limited by this Agreement), shall be entitled to injunctive relief, both preliminary and final, enjoining such breach or threatened or intended breach. Employer may terminate the employment of Consultant without notice, indemnities and compensation if Employer considers a breach of the term(s) and conditions herein by the Consultant and warrants a dismissal.

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6.2 The failure of Employer to enforce any right resulting from breach of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder.

6.3 Consultant agrees to indemnify Employer against any loss, damage, cost or expense which it may suffer or incur by reason of any breach by Consultant of the undertakings and obligations contained herein.  
  
6.4 This Agreement is neither intended to nor shall it be construed as creating a joint venture, partnership or other form of business association between the Parties, nor an obligation to buy or sell products using or incorporating the Confidential Information, nor as creating an implied or express license grant from either party to the other.  
  
6.5 The obligation to protect the Confidential Information received by Consultant prior to any termination, cancellation or expiration shall survive and continue for a period of ten (10) years after the termination, cancellation or expiration of this Agreement. This Agreement shall expire on the same date the Consultant resigns as **Consultant Software Engineer** (or any other position the Consultant is holding at point of resignation) or the termination of his service by Employer.   
  
6.6 Consultant hereby undertakes not to engage in or be employed in any position with any organization which is deemed to be a competitor engage in the development, research design, manufactures.  
  
6.7 This Agreement shall be governed by and interpreted in accordance with the laws of India and each party hereby submits to the jurisdiction of the Courts of Pune.  
  
IN WITNESS WHEREOF the Parties hereto have hereunto caused this Agreement to be executed the day and year first above written.

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Employer