

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT

This AGREEMENT is made at Mumbai, on this 23rd February 2022 between CitiusTech Healthcare Technology Private Limited (formerly Citius IT Solutions Private Limited), a Company incorporated under the Companies Act, 1956, having its registered office at Teritex Building, Saki-Vihar Road, Mumbai 400072, India (henceforth referred to as "CitiusTech / the Company"), and Sharwari Nemane, Indian inhabitant, residing at, 'Sr. No. 126/1/A, Flat no. 3, Akashnagar, Near Sugamvishwa Building, Warje Jakat Naka, Pune-411058.', henceforth referred to as the Employee.

WHEREAS:

1. CitiusTech is engaged, inter-alia, in the business of providing various outsourced Information Technology Services, Information Technology Enabled Services and Business Process Outsourcing Services (henceforth referred to as the Services)
2. CitiusTech possesses, generates / creates and stores Information.
3. In addition, CitiusTech has received, receives and will continue to receive various kinds of Information from various third parties such as prospective clients, clients, vendors, business associates, etc. (collectively referred to as Associates) which is of vital interest to the business of CitiusTech and/or its Associates and is not generally known to the public.
4. A part or all of this Information received is available to and/or accessible by and/or may become available to and/or accessible by the Employee. The Employee has expressly agreed to maintain complete confidentiality in respect of this Information.
5. CitiusTech is desirous of protecting the confidentiality of all Information whether belonging to CitiusTech or its Associates on its own behalf and/or on behalf of Associates providing such Information.
6. In addition, CitiusTech is desirous of recording in writing the non-solicitation obligations discussed and agreed with Employee

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CitiusTech and the Employee agree as follows:

1. **Definition of Information:** As used in this Agreement, the term Information shall include (but not be limited to) information pertaining to or concerning or in the nature of
 - Trade secrets, inventions, works of authorship, products and/or product plans, proprietary information, confidential information, patents, and copyright material.
 - Processes, techniques and know-how.
 - Business plans such as sales plans, marketing plans, financial plans, investment plans, strategic plans, infrastructure plans, human resource related plans, training plans, business development plans and technology plans and processes and –



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methodologies pertaining to these.

- Details of customers/ clients, details of prospective customers / clients, details of previous customers / clients.
- Budgets, forecasts, projections and pricing information.
- Proposals prepared for sales, business development, partnerships, etc.
- Vendor and supplier details.
- Employee details / details of past employees and payroll related information.
- Software, information systems and other IT systems.
- Data, extracts of data, analyses of data and/or documentation of data.
- Programs, source code, object code, benchmarks, designs and technical architecture.
- Specifications, documentation and all other forms of technical information.
- Training material and content.

Information may be oral, written (whether contained in documents, reports, memos or notes or in drawings or in sketches or in any other written form) and/or contained in electronic / magnetic media such as hard drives, CD ROMS, DVD ROMS, flash drives, USB drives, floppy disks, etc.

Information shall include works that are copies or and/or derived from and/or derivatives of any of the above. Information shall also include all content from which the substance of the above may be inferred or understood.

Information shall also include any other material of any nature relating to the business of CitiusTech and/or its Associates.

Any information shall not be deemed to be Information for the purposes of this agreement, and the Employee shall have no obligation with respect to any such Information, which the Employee can improve by written records, (i) is known to be accessible by the general public without any obligation of confidentiality, from a source other than CitiusTech; (ii) is approved for release by written authorization of CitiusTech.

2. **Use of Information by Employee:** The Employee shall use the Information received hereunder solely for the purposes of the business of CitiusTech and for the purpose for which the Information is intended to be used. During the term of employment and after the term of the employment of the Employee with CitiusTech, the Employee will not use or permit to be used, any Information for any purpose other than for a purpose for the benefit of CitiusTech.
3. **Non-disclosure of Information by Employee:** The Employee shall not disclose any and/or all of the Information to any other employee and/or agent of CitiusTech and/or any of its subsidiaries and/or affiliates unless the disclosure is being made in the course of performance of duties, and/or unless the Employee has obtained written authorization in that regard. The Employee shall not make any copies, in whole or in part, machine readable or otherwise, of the Information except for copies to be distributed to other employees of CitiusTech who have been authorized to receive

this information, on a need to know basis and who have agreed to maintain the confidentiality of this information. Similarly, the Employee shall not at any time, whether during or after the termination of employment with CitiusTech, disclose or reveal to any person or entity any Information in whole or in part except as may be required in the ordinary course of performing duties as an employee of CitiusTech. The Employee will not use or attempt to use any such information in any manner inconsistent with duties as a CitiusTech employee.

4. **Exception to non-disclosure requirements:** The above restrictions will not apply to Information that may be required by law and/or an order of any court to be disclosed. In such case, the Employee shall inform CitiusTech in writing about the Information to be disclosed prior to the disclosure. Furthermore, in such case, the Employee shall also assign to CitiusTech the right to make a petition / representation to the statutory authority requiring such disclosure under law, to prevent such disclosure or take adequate steps to ensure the confidentiality of the Information during and/or after such disclosure to such authority.
5. **Ownership of Information:** The Employee hereby expressly admits and acknowledges that the exclusive ownership of the Information and all intellectual property rights associated with the Information shall at all times remain with CitiusTech and/or its Associates as the case may be, and the Employee will not have any Intellectual Property rights and /or ownership rights and/or any other rights of whatsoever nature in respect of the Information.
6. **Delivery of Information:** Immediately upon the termination of employment, the Employee will deliver all Information with and/or under the control of the Employee including all copies thereof, to CitiusTech.
7. **Third party Information:** While in employment at CitiusTech, the Employee will not use or disclose to CitiusTech the confidential, proprietary or trade secret information of any other person and/or entity.
8. **Developments by the Employee:** If at any time during employment with CitiusTech, the Employee makes, conceives, discovers or reduces to practice any Information whatsoever (whether or not subject to statutory protections), herein called "Developments," that:
 - i) relate to the business of CitiusTech or its customers, suppliers or any of the products or services being developed, manufactured, sold and/or provided by CitiusTech or its Associates, or
 - ii) results from tasks assigned to the Employee by CitiusTech, or
 - iii) results from the use of premises or personal property (whether tangible or intangible) owned or leased by CitiusTech, such Developments and the benefits thereof shall immediately become the sole and absolute property of CitiusTech and the Employee shall promptly disclose to CitiusTech each such Development and assign any rights the Employee may have or acquire in the Developments and benefits and/or rights resulting

therefrom to CitiusTech without further compensation and shall communicate all available information relating the same (with all necessary plans and models) to CitiusTech.

9. **No obligation on CitiusTech to disclose Information to the Employee:** Nothing contained in this Agreement shall be construed to require CitiusTech to disclose to the Employee any particular Information.

10. **Non-Solicitation of Clients:**

- i) During the term of your employment and for a period of two (2) years thereafter, you shall not, directly or indirectly, attempt to influence any client of CitiusTech and/or its affiliates to direct their purchase of CitiusTech services and/or solutions, to yourself or any other entity.
- ii) During the term of your employment and for a period of two (2) years thereafter, you shall not, whether directly or indirectly, solicit any business from any client of CitiusTech and/or its affiliates, including but not limited to provision of any personnel directly or indirectly to such client/s, or provision of any services to such client/s through another employer/agency.
- iii) During the term of your employment and for a period of two (2) years thereafter, you shall not, either directly or indirectly, apply for any form of employment to and/or accept any form of employment from any then current client of CitiusTech and/or its affiliates, either who may have been served by you (whether directly or indirectly), or whose needs you gained knowledge about because you were employed at CitiusTech.

11. **Non-Solicitation of Employees:**

- i) During the term of your employment and for a period of three (3) years thereafter, you shall not, directly or indirectly, attempt to influence any employee, agent, contractor and/or sub-contractor of either CitiusTech and/or its affiliates to leave the employment and/or services of CitiusTech, whether to take up services with any other entity or for any other reason whatsoever.
- ii) During the term of your employment and for a period of three (3) years thereafter, you shall not, directly or indirectly, in any capacity whatsoever hire or participate in the hiring of any employee, agent, contractor and/or sub-contractor of either CitiusTech and/or its affiliates.
- iii) During the term of your employment and for a period of three (3) years thereafter, you shall not, directly or indirectly, provide any information of any employee, agent, contractor and/or sub-contractor of either CitiusTech and/or its affiliates and/or their clients to any other person and/or entity whosoever, whether with the aim of helping such person and/or entity solicit such personnel or for any other reason whatsoever.



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The covenants contained in this section shall be interpreted in the widest possible commercial sense and shall be observed in letter and in spirit. Employee shall keep CitiusTech indemnified against all risks, costs and/or damages of any nature whatsoever incurred by CitiusTech on account of any intentional and/or unintentional violation (this is without remedy to the other actions that CitiusTech shall be entitled to take against you under applicable laws).

All references to CitiusTech / the Company in this section shall include subsidiaries and affiliates of CitiusTech (whether incorporated today or that will be incorporated in the future).

12. **Indemnification of CitiusTech by the Employee:** The Employee expressly acknowledges that any act, omission and/or negligence which results in the whole or part of the Information reaching any party not expressly authorized herein and/or any breach of the non-solicitation obligations as contained herein shall tantamount to a criminal breach of trust by the Employee, and/or any other offence as per Indian Laws for the time being in force. The Employee hereby indemnifies CitiusTech against all claims and/or dues and for costs incurred due to such act and/or omission and/or negligence. This indemnity is without prejudice to any of the other legal rights/ remedies available to CitiusTech against the Employee.
13. **Reasonableness of Promises:** The Employee acknowledges and agrees that the scope and duration of the restrictive covenants contained in this Agreement are both fair and reasonable and that the interests sought to be protected by CitiusTech are legitimate business interests entitled to be protected. The Employee further acknowledges and agrees that CitiusTech would not have agreed to employ the Employee, unless the Employee entered into this Agreement.
14. **Injunctive Relief:** The Employee agrees that the remedy of damages at law for the breach by the Employee of any of the covenants contained in this Agreement is an inadequate remedy. In recognition of the irreparable harm that a violation of any of the covenants, promises, or obligations arising under this Agreement would cause CitiusTech, the Employee agrees that in addition to any other relief afforded by law, an injunction against such violation or violations may be issued against the Employee and every other person concerned thereby, it being the understanding of the parties that both damages and an injunction shall be proper modes of relief and are not to be considered alternative remedies. In the event of any such violation, the Employee agrees to pay the costs, expenses and reasonable attorney's fees incurred by CitiusTech in pursuing any of its rights with respect to such violation, in addition to the actual damages sustained by CitiusTech as a result thereof.
15. **Blue Pencil Doctrine:** In the event that the scope and/or duration of the restrictive covenants contained in this Agreement shall be found by a court of competent jurisdiction to be unreasonable, then such restrictive covenants shall be deemed modified to the minimum extent necessary to make them reasonable and enforceable under the circumstances. The provisions of this Agreement shall be deemed severable and if any portion hereof shall be held invalid, illegal

and/or unenforceable for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

16. **Amendment:** No amendment or waiver of any portion of this Agreement shall be effective unless the same shall be in writing and signed by all parties and then such waiver shall only be effective in the specific instance and for the specific purpose for which it was given.
17. **Successors and Assigns.** This Agreement shall be binding upon and the parties hereto and their respective successors and permitted assigns, but nothing in the Agreement is to be construed as an authorization or right of any party to assign its rights and/or delegate its duties under this Agreement without the prior written consent of the other party hereto; provided, however, CitiusTech may, without the consent of the Employee, assign its rights under this Agreement to an entity that results from a merger, transfer, sale or consolidation of all or substantially all its assets. Furthermore, CitiusTech reserves the right to assign any rights that it has under this agreement to any Associate of CitiusTech. Furthermore, CitiusTech also reserves the right to assign any and all of the rights that it has against the Employee under this information to any Insurance Company that may have provided CitiusTech with any insurance for any loss that CitiusTech may suffer on account of the non-compliance of the Employee with the terms and conditions of this agreement.
18. **Governing Law:** This Agreement shall be construed, governed by and enforced in accordance with the Indian laws and shall be subject to Mumbai jurisdiction.
19. **Headings:** The heading to the paragraphs of this Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.
20. **Entire Agreement:** This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both parties.
21. **Authority to enter into this agreement:** Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement. Furthermore, the Employee agrees that the Employee has not entered into any agreement in the past and will not enter into any agreement at any time in the future that conflict with the terms of this Agreement.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be effective as of the date first written above, or the date of commencement of employment of the Employee with CitiusTech, whichever is earlier.

For CitiusTech Healthcare Technology Private Limited	The Employee
Signature:	Signature of the Employee: 
Name of signatory: Sowmya Santhosh	Name of the Employee: Sharwari Nemane

