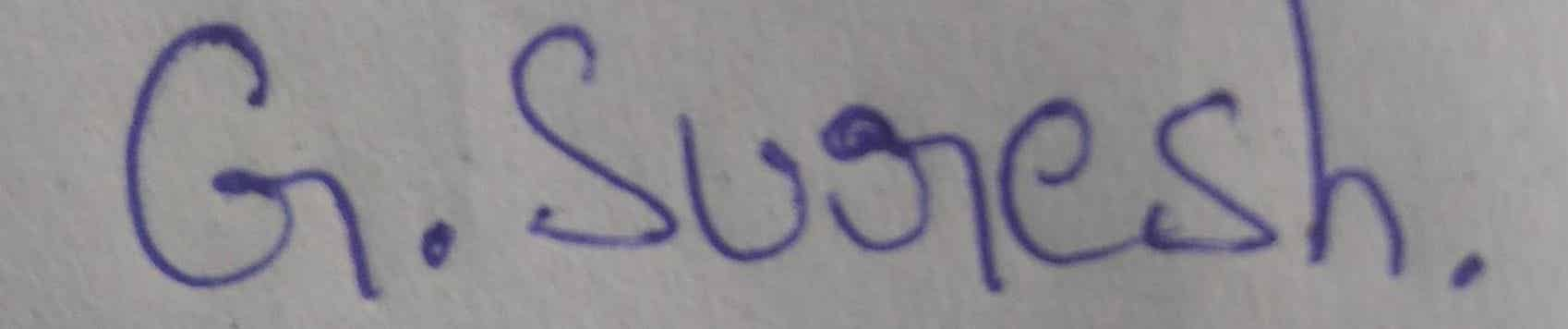
**EMPLOYEE NON­DISCLOSURE & NON­COMPETE AGREEMENT**

This EMPLOYEE NON­DISCLOSURE & NON­COMPETE AGREEMENT has been

Entered into this day 20/03/2023.

BETWEEN

ALOHA TECHNOLOGY PVT LTD​,an Indian Company having its registered office at ​Kumar Crystal, 2nd & 3rd Floors, New DP Road, Aundh, Pune, 411007, Maharashtra

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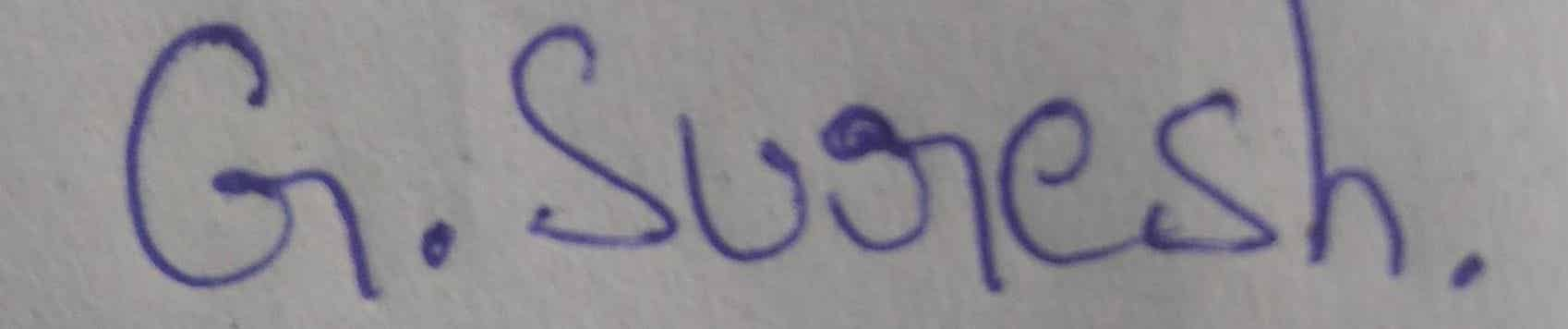
(hereinafter called ALOHA TECHNOLOGY which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns). AND

Ganta Suresh, an Employee of ALOHA TECHNOLOGY and 2-52 Mellakunta Kambadur Anantapur Andhra Pradesh 515621 (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 ofunregistered or registered rights to any and all patents, copyrights, trademarks and other confidential and/or proprietary information limited to that forming part of the subject­matter 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

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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

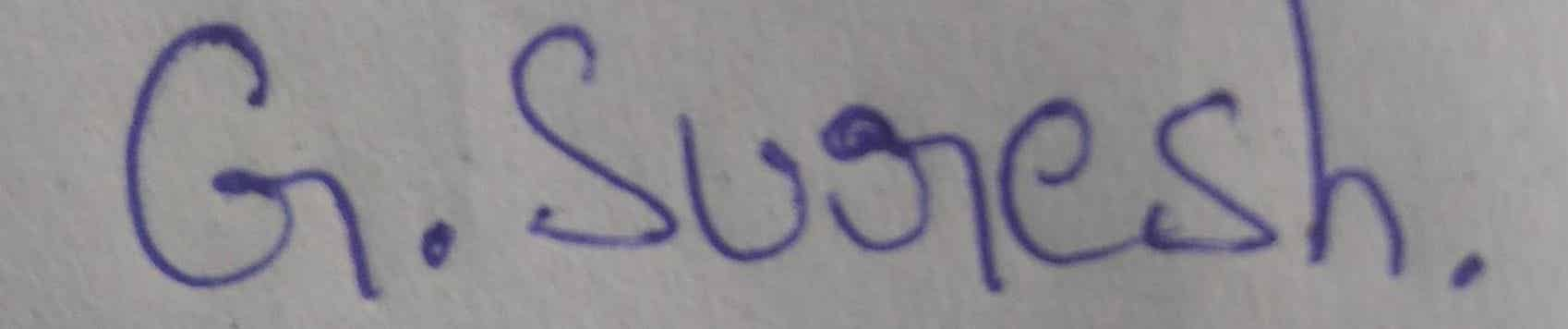
control specifications, inspection and test protocols inclusive of other data that Company has ownership of/retains and is available and being used by Company with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, know­how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine­readable) 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 ofALOHA TECHNOLOGY whose status is permanent or contractual in nature on the date of commencement of the business by ALOHA TECHNOLOGY its venture partners or its subsidiaries or beneficiaries.

WHEREAS

1. Employee during his/her normal course of business has access to Intellectual Property and Confidential Information.
2. The unauthorized disclosure by employee or ex­employee of the said intellectual property or confidential information could expose ALOHA TECHNOLOGY to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
3. ALOHA TECHNOLOGY thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.
4. **Acknowledgement of Confidentiality**

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

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1. **Agreement not to disclose**
2. “Ganta Suresh 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

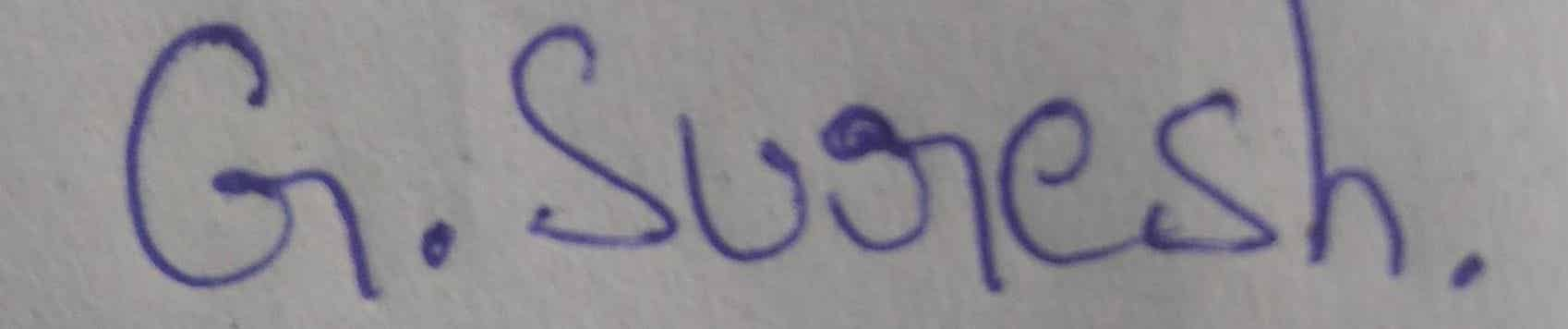
employment of ALOHA TECHNOLOGY,any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as ALOHA TECHNOLOGY may approve in writing.

1. Even upon assignment of confidential information or intellectual property to

ALOHA TECHNOLOGY, “Ganta Suresh” 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.

1. **Remedies for Breach of Confidentiality**

“Ganta Suresh agrees and acknowledges that any disclosure of any ConfidentialInformation prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to ALOHA TECHNOLOGY which will not be adequately compensable in monetary damages, that ALOHA TECHNOLGOY will have no adequate remedy at law thereof, and that ALOHA TECHNOLOGY 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 ALOHA TECHNOLOGY against, or on account of, any breach by the employee/ex­employee of the provisions contained herein, and employee agrees to reimburse the reasonable legal fees and other costs incurred by ​ ALOHA TECHNOLOGY in enforcing the provisions of the proposed transaction.

* **Sign Here** 

1. **Non­Compete**

4.1 Employee hereby agree and undertake that you will not, whether directly or indirectly or as a partner' Officer, director, employer, agent, or any other entity, for a period of three year from the termination of your employment due to any reason whatsoever {"Restricted Period"), directly or indirectly, negotiate or engage in any business that could result in a situation of conflict of interest with the Company. Determination of conflict of interest shall be at the sole and absolute determination of Company and the decision of Company in this respect shall be final and binding on the Parties. ln case of doubt, you shall refer the matter to the company in writing to enable the Company to determine whether there is a situation of conflict of interest.

4.2 Without limiting the generality of the above, during the Restricted Period, you will not directly or indirectly:

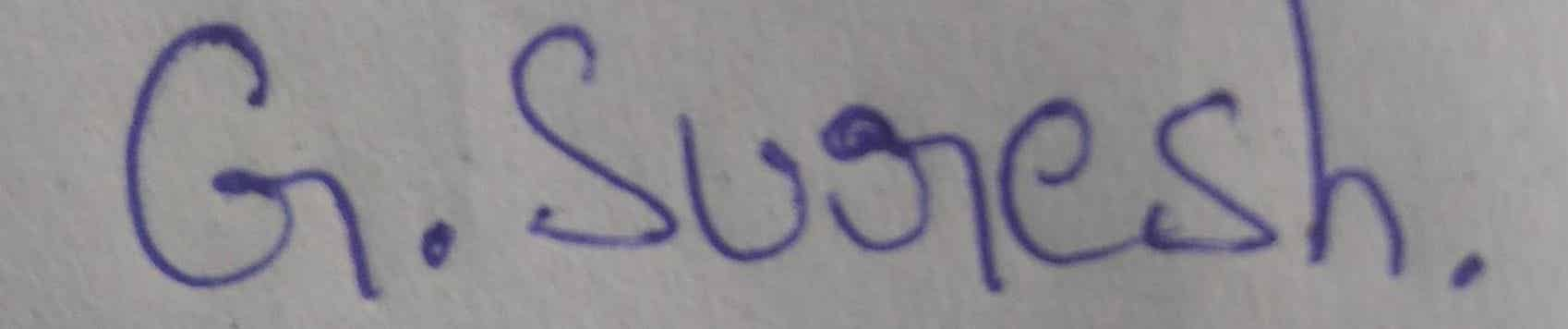
(i) solicit, or assist any other person to solicit, any business (other than for the Company) from any client or prospective client of the company; and/or

(ii) request or advise any present client or prospective client of the Company to withdraw, curtail or cancel its business dealings with the Company; and/or

(iii) take up employment full time/part time either directly or indirectly or through the agent with the existing and/or prospective clients and/or with the Company's competitor; and/or

(jv) employ, engage and do any such act which will solicit the employment or encourage or aid any other person to employ, engage and to do any such act which encourage any employee of the Company to leave their respective employment; and/or

(v) hire any employee who has left the employment of the Company if such hiring is proposed to occur within the period of 3 years after the termination of such employee's employment with the Company without the written permission of the Company

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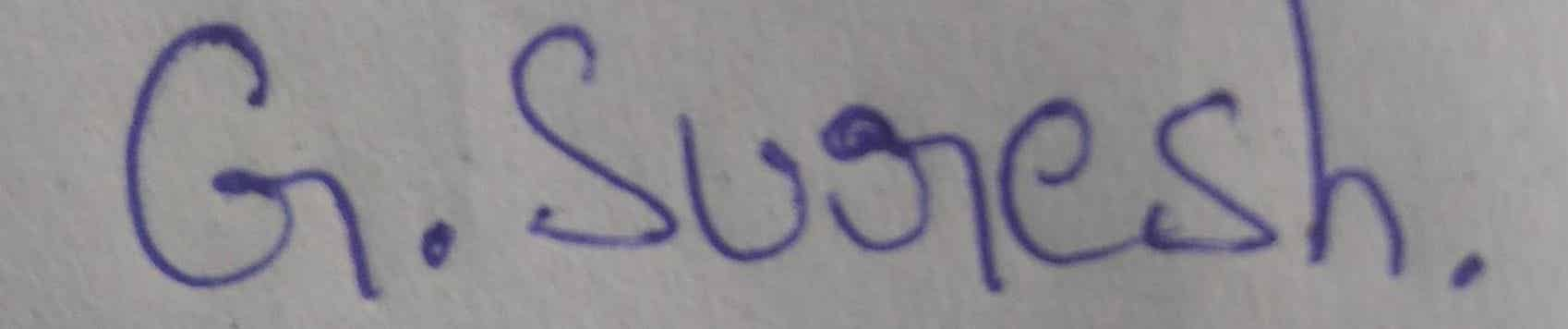
1. **Jurisdiction**

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the Court of Pune at Maharashtra State

1. **Severability**
2. 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.
3. The parties hereto consider the restriction contained to be reasonable as to protect ALOHA TECHNOLOGY interests and rights.
4. **​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.

For ALOHA TECHNOLOGY PVT LTD “Ganta Suresh”

*  **Sign Here**

Authorized Signatory Employee

(Amit Bhosale)

Kumar Crystal, 2nd & 3rd Floors, 2-52 Mellakunta Kambadur,

New DP Road, Aundh, Anantapur

Pune, 411007, Andhra Pradesh

Maharashtra

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