

ESDS SOFTWARE SOLUTION LIMITED

Registered Office : Plot No. B- 24 & 25, NICE Industrial Area,
Satpur MIDC Rd, Nashik, Maharashtra 422007
Toll Free: 1800 209 3006 | Email: getintouch@esds.co.in



NON-DISCLOSURE AGREEMENT

This NON DISCLOSURE AGREEMENT (the "Agreement") is made and executed at Nashik on this

21st day of April by and between **ESDS Software Solution Ltd.**, located at **B-24 & 25, NICE Industrial Area, Satpur MIDC, Nashik - 422007** through its authorized representative

(the "Disclosing Party" or "Company") and

Mr./Ms./Mrs. Vikas Kamalakar Deshmukh Age: 28 Years,

R/at

Behind Hanuman temple, Ravi Nagar, Amravati - 444605

(The "Receiving Party" or "Employee").

In the present Agreement, "Disclosing Party" shall mean the party i.e. the Company disclosing Confidential Information and "Receiving Party" shall mean the party i.e. Employee receiving disclosure of Confidential Information.

WHEREAS the Receiving Party has been appointed on 21-April-2025 By the

Company as "Specialist in Software Division" and as such the Receiving Party has acquired privileged access to the confidential information of the Company.

AND WHEREAS the confidential information of the Company is valuable, important and vital for the business and/or otherwise interests of the Company, usage or the same or sharing of the same would cause irreparable harm and loss to the company. And it is expedient to execute this Non-Disclosure Agreement so as to protect the interest of the Company in this regard.

NOW, THEREFORE, in consideration and the mutual premises, conditions, covenants and warranties herein contained, the parties agree as follows:

1. Definition of Confidential Information:

"Confidential Information" shall mean any and all non-public information, (other than information in published form or that which is expressly designated by the Disclosing Party as "NON-CONFIDENTIAL"), which is directly or indirectly disclosed to the Receiving Party or comes to the Receiving Party's knowledge in the course of the contact and communication for the purpose of this Agreement, regardless of the form in which it is disclosed.

(Signature)



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And "Confidential Information" includes without limitation, any information in tangible or intangible form, business strategies, commercial strategies, products and services know-how, strong points and lacunas, commercial transactions of company, strategic and other partners of the company, investors of the company, information with regards to business structure and client agreements, data, process, technique, design, drawing, program, formula or test data, trade secret, prices, techniques, algorithm, computer program (source and object code), relating to any research project, work in process, released or unreleased software or

hardware product, future development plans, future product and business development plans, engineering, manufacturing, marketing, business plan, strategy, servicing, financing or personnel matter relating to the **Disclosing Party**, its present or future products, sales, suppliers, clients, customers, employees, investors or business, whether in oral, written, graphic or electronic form, or any document, diagram, drawing, computer program, or other communication, and information received from others that **Disclosing Party** is obligated to treat as confidential and under the circumstances surrounding the disclosure, reasonably intended by the **Disclosing Party** to be treated as confidential., in each such case, which is obtained by the **Receiving Party** from or disclosed by the **Disclosing Party**.

2. Use of Confidential Information:

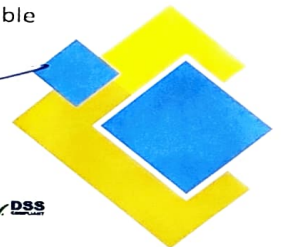
- a. The Employee agrees to use the Confidential Information solely in connection with the current or contemplated relationship not for any purpose other than as authorized by this Agreement without the prior written consent of the Company.
- b. No right or license, whether expressed or implied, regarding the Confidential Information of the Company is granted to the Employee hereunder.
- c. Right, Title, Propriety and Interest in the Confidential Information shall always remain solely with the Company in any circumstances whatsoever.
- d. An authorized use of the Confidential Information by the Employee shall be for the purpose of the benefit of the Company only and any modifications and improvements thereof by the employee shall be the sole property of the Company and same shall vest in the Company.
- g. The employee shall not, either directly or indirectly, both during and after the term of his employment, without the Company's prior written permission, use or disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any person, or permit any person to examine or make copies of, any documents, writings, drawings, materials or records that contain or are derived from any Confidential Information.
- h. The employee shall not at any time during the contract of employment and prior to Cessation of employment with the Company join any company/any other organization which is carrying on a business similar to the business of the Company or carry on independently any business which is similar to the business of the Company. The employee accepts that this is a reasonable restriction and this may be extended further by the Company taking into consideration the nature of business of the Company.
- i. The employee shall not carry similar business (by himself or in partnership with anyone) activity which is similar in nature of the employer company, for a period of 02 (Two) years after cessation of employment by whatsoever reasons. The employee accepts that this is a reasonable



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restriction and this may be extended further by the Company taking into consideration the nature of business of the Company.

3. **Term:**

This Agreement shall remain in full force and effect during and after the tenure of employment of the employee with the Company and the obligation to protect the Confidential Information shall survive discontinuation, termination and/or otherwise severance of relationship between the Company and the Employee and shall continue from the date of the discontinuation, termination and/or otherwise severance of relationship between the Company and the Employee.

4. **Remedies:**

The parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Employee acknowledges that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party shall have the right to obtain an immediate injunction from any court of competent jurisdiction enjoining breach of this Agreement and/or disclosure of the Confidential Information. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

5. **Removal of Confidential Materials:**

The Receiving Party agrees not to remove any materials or tangible items containing any of the Disclosing Party's Confidential Information from the premises of the Disclosing Party without the Disclosing Party's consent. Each party agrees to comply with any and all terms and conditions that the Disclosing Party imposes upon the Receiving Party with respect to such materials or items, including without limitation that the removed materials or items must be returned by a certain date, and that no copies of the removed materials or items are to be made.

6. **Return of Confidential Information.**

The Employee shall immediately and promptly return and redeliver to the Company all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of his employment; or (ii) at such time as the Company may so request. Alternatively, the Employee, with the written consent of the



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Company may (or in the case of Notes, at the Employee's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing the destruction of same).

7. Notice of Breach.

The Employee shall notify the Company immediately upon discovery of, or suspicion of, (1) any unauthorized use or disclosure of Confidential Information in possession of the Employee; or (2) any actions by the Employee inconsistent with her obligations under this Agreement, The Employee shall cooperate with any and all efforts of the Company to help the Company regain possession of Confidential Information and prevent its further unauthorized use.

8. Indemnity:

The Receiving Party hereby indemnifies and agrees to keep indemnified the Disclosing Party its Directors, officers and employees against all actual loss and damage, including attorney fees which the Disclosing Party may suffer as a result of any breach of this Agreement by the Receiving Party.

Receiving party may execute separate indemnity bond, and the same be read as part and parcel of this agreement.

9. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

This Agreement and disputes if any shall be governed in accordance with the Laws of India and both the parties hereto submit to the jurisdiction of courts at Nashik.

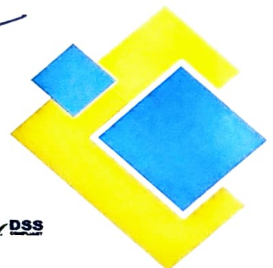
Any matter, which is not stipulated in this Commercial Terms & Conditions, shall be settled in good faith by discussion amongst the Parties in spirit of understanding and co-operation.

In the event of any dispute between parties to the agreement, including all disputes regarding rights arising under this agreement of whatsoever nature, the same shall be submitted to arbitrator as appointed by Employer Company. In the event of dispute, aggrieved party shall initiate the arbitration by notifying the other in writing of the nature of the dispute and request for arbitration.

Arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996 as amended from time to time and the venue of arbitration shall be in Nashik. Language of the proceedings shall be English. Both the parties will bear their own cost of litigation.



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10. Miscellaneous

- (a) This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.
- (b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (c) If any provision of this Agreement is declared to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
- (d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph).
- (e) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement.
- (f) Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other Party, or if sent by registered post, acknowledgement due, to the attention of the individual signing this Agreement for the Party to which this notice is directed, at Address indicated below. If either party intends to change its communication address or email, the same shall be intimated to the other party within 15 days from such change, in absence of that- address and email mentioned in this agreement will be held valid address of communication.

11. Non-Solicitation

Employee shall not attempt, directly or indirectly or through any agent or third person to induce, solicit, take away, or attempt to call on, solicit, or take away any existing employee or independent contractor of the company.

12. Operations Confidentiality

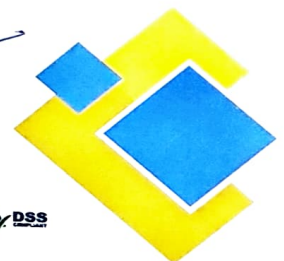
Employee shall disclose its concerns and reports, if any with regards to possible shortcoming, threats, vulnerabilities of company products during and at the time of leaving the employment and shall not attempt, directly or indirectly or through any agent or third person to shortcoming, threats, vulnerabilities of company products and services rendered by the company to its customers.

Employee shall not contact directly or indirectly or through any agent or third person to disclose possible shortcoming, threats, vulnerabilities of company products to any third party, agency of any kind.

(Signature)



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13. No Compete

Employee is not entitled to work directly or indirectly in the capacity of active employment or consultant or advisor or project manager or in any other capacity of whatsoever nature with the existing customers of the company for a period of 02(Two) years post termination or suspension of his employment with the company by

whatsoever reasons. Breach of this term will be considered as material breach of the agreement and the company is entitled to invoke indemnity clause of the agreement at its sole discretion.

The Employee acknowledges that any breach of this Agreement, particularly with regard to confidentiality and security obligations, whether occurring during the course of their employment or after the termination thereof, would result in significant damage and loss to the Company. Accordingly, the Employee agrees that, in the event of such a breach, the Employee shall be liable to pay the Company an amount equivalent to their last drawn annual Cost to Company (CTC) as liquidated damages. This amount is agreed upon as a reasonable estimate of the loss and damage likely to be suffered by the Company and shall not preclude the Company from seeking any additional remedies available at law or in equity. **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

ESDS Software Solution Ltd.

Employee Code: ESDS003697VD

Name: Nishakha Dey

Name: Vikas K. Deshmukh

Title: HR - culture

Title: Specialist in Software division

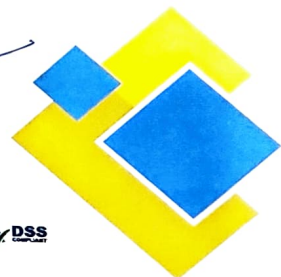
In presence of witness: -

1. [Signature]

[Signature]



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INDEMNITY BOND

This INDEMNITY BOND is made and executed at Nashik on this 21 April day of 2025 by
Mr./Ms. VIKAS K. Deshmukh resident of Ammavati hereinafter
referred to as the "Employee", the party of the First Part,

IN FAVOUR OF ESDS SOFTWARE SOLUTION LIMITED, a company incorporated under the provisions of the
Companies Act, 1956 and having its registered office at Plot No. 24 & 25, NICE Industrial Area, M.I.D.C.,
Satpur, Nashik 422007. Hereinafter referred to as the "Employer Company", the party of the Second Part.

The terms 'Employee' and the 'Employer Company' unless repugnant to the context shall mean and
include their heirs, legal representatives, successors, executors and administrators. AND WHEREAS the
Employee has come across confidential information of the employer company during the term of his
employment with respect to operations, finance, revenue, products and details of products and services,
day to day operations and functioning and all other information which is sensitive in nature

WHEREAS the Employee is leaving the employment of the Employer Company in order to peruse his
career and potentials further. The employee has signed and executed non-disclosure agreement in favor
of the employer company and in continuation of the same this indemnity bond is signed and executed by
the employee in free will, without any fear and coercion and undue influence in favor of the employer
company on such terms and conditions as mentioned below.

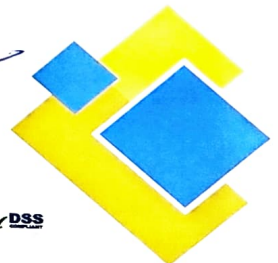
NOW THIS INDENTURE WITNESSETH as under:

1. Employee hereby undertakes the terms and conditions mentioned in the non-disclosure agreement
and in case of breach of the terms of non-disclosure agreement by the Employee and failure to
indemnify the Company, the Employee shall liable to pay their last drawn annual CTC to the
Employer-Company on demand within 30(Thirty) days, failing which the company is entitled to
recover the same from the employee together with interest @ 18% per annum till actual realization
of the said amount.
2. Notwithstanding anything contained herein above, furnishing of this indemnity will not restrict
employers other legal rights and the Employer-Company shall always have the right to take
appropriate action against the Employee as per available legal recourse.
3. The amount specified above shall constitute a debt owing to the Employer-Company and
shall be recoverable from the Employee with interest thereon at the rate specified above till
payment.

(Signature)



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IN WITNESS whereof, the EMPLOYEE have put his/her signature in the presence of the witnesses.

Signed and delivered by the Party of the first part i.e. the Employee having read and understood the contents terms of this Agreement.

Employee Signature: _____

In presence of witness:-

1. _____



enabling futurability..



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