

Tech-I-Bridge Solutions Private Limited

A Bridge between Technology Companies and The Workforce

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “*Agreement*”) is entered into between Tech-I-Bridge Solutions Private Limited (the “*Company*”, which term shall include all its subsidiaries, affiliates, successors, legal representatives, and assigns) and the recipient named on the signature page hereto (the “*Recipient*”) as of 13 December, 2024 (the “*Effective Date*”), to protect the confidentiality of certain confidential information of the Company to be disclosed to the Recipient solely for use (the “*Permitted Use*”) in evaluating or pursuing a potential business relationship, or any other purpose as may be approved by the Company in writing (the “*Relationship*”). Each of the Company and the Recipient may be referred to hereinafter as a “*Party*,” and collectively as the “*Parties*”.

1. Definition of Confidential Information. As used herein, “*Confidential Information*” means any and all technical and non-technical information provided by the Company to the Recipient, which includes: a) intellectual property anywhere in the world (whether registered or not) including trade secrets, patent, patent application, copyright trademarks, logos, internet domain names, designs, copyright, , ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, technology, source code, application programming interface/API, design elements, and formulae research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, information the Company provides regarding third parties and any other information related to the current, future, and proposed business, products and services of the Company, (b) any nonpublic personal information that is provided; and (c) all other information that the Recipient knew, or reasonably should have known, was the Confidential Information of the Company. The Parties agree that this definition is applicable any Confidential Information provided by the Company on, prior to, or after the Effective Date, and irrespective of whether the information is: (i) marked as ‘Confidential Information’; or (ii) provided in a tangible or intangible format, furnished, or prepared in writing or in oral, graphic, electronic or any other form or manner.

2. Nondisclosure of Confidential Information and Permitted Use. Subject to Section 3, the Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company, and will use the Confidential Information for no purpose: (a) other than the Permitted Use in furtherance of the Relationship; or (b) in a manner which may constitute a violation of any applicable laws or regulations. The Recipient will also protect such Confidential Information with at least the same degree of care that the Recipient uses to protect its own Confidential Information, but in no case, less than reasonable care. The Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. Exceptions. The Recipient will not have any obligations under this Agreement with respect to a

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specific portion of the Confidential Information if the Recipient can demonstrate with competent evidence that such Confidential Information:

- a) was in the public domain at the time it was disclosed to the Recipient;
- b) entered the public domain subsequent to the time it was disclosed to the Recipient, through no fault of the Recipient;
- c) was in the Recipient's possession free of any obligation of confidence at the time it was disclosed to the Recipient;
- d) was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was disclosed to the Recipient; or
- e) was developed by employees or agents of the Recipient who had no access to any Confidential Information.

4. **Compelled Disclosure**. Notwithstanding the above, the Recipient may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Recipient provides the Company with: (a) a copy of the order immediately on its receipt; and (b) reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Company in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. **Notice of Loss or Unauthorized Disclosure**. The Recipient will immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.

6. **Return of Confidential Information**. Within ten (10) days following: (a) the termination or expiration of this Agreement and/or the Relationship, or (b) the written request of the Company, the Recipient will promptly return or destroy (with certification of destruction upon written request) all documents and other tangible materials representing any Confidential Information and all copies thereof, provided, that if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered. Notwithstanding the return or destruction of any Confidential Information, Recipient will continue to be bound by its obligations of confidentiality and other obligations hereunder as specifically provided herein.

7. **No Rights Granted**. Confidential Information is and shall at all times remain the sole property of the Company. The Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient will not make, have made, use or sell for any purpose any product or other item using,

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incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require the Company to disclose any Confidential Information.

8. No Reproduction. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Company and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.

9. Term and Termination. This Agreement will terminate on: (i) expiration of two (2) year(s) after the Effective Date, or (ii) execution of a definitive agreement between the Parties, *whichever is earlier*. Provided that the obligations of the Recipient in respect of maintaining the Confidential Information will survive the termination indefinitely.

10. Indemnification. Recipient agrees that for a Term and a period of three (3) years after the termination of this Agreement, Recipient shall indemnify and hold harmless the Company, its subsidiaries, its affiliates and their respective directors, officers, employees, agents and representatives from and against any and all losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) caused by or arising out of any material breach of this Agreement and any and all actions, suits, proceedings, claims, demands or judgments incident thereto.

11. Non-Solicitation. During the term and for a period of three (3) years after the expiration or earlier termination of this Agreement, Recipient shall not: (i) induce or attempt to induce any employee of the Company to leave the employment of the Company or in any way interfere with the relationship between Company and its employees; or (ii) induce or attempt to induce any customer, supplier, distributor, broker, or other business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any customer, supplier, distributor, broker or other business relation and the Company. However, a general advertisement by the Recipient for employment that is not specifically targeted at employee(s) of the Company shall not constitute a breach of the obligations under this Section 11 (*Non-Solicitation*).

12. No Representations Made. The Company is providing Confidential Information on an "AS IS" basis for use by the recipient at its own risk. The Company disclaims all WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

13. Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the India. Any disputes under this Agreement may be brought before the courts of Delhi. Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both Parties.

14. Remedies. Recipient further agrees that its failure to perform any obligation under this Agreement

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may cause irreparable harm to the Company, which harm cannot be adequately compensated for by money damages. It is further agreed by both Parties that an order of specific performance or for injunctive relief against the Recipient in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on the Recipient. Accordingly, in the event of a breach by the Recipient, Company, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against, the Recipient, with respect to any obligation or duty herein or breach thereof.

15. Severability. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16. No Assignment. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

17. Compliance with Law. The Recipient understands and acknowledges that the Company and the Confidential Information is subject to applicable laws including any law regarding personal information that may be notified from time to time.

18. Independent Contractors. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

19. Notices. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

20. No Reverse Engineering. The Recipient agrees that the software programs of the Company contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without the prior written consent of the Company.

21. Headings and Construction. Headings are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions contained herein. In the event of any conflict between such headings and the text of this Agreement, the text shall control. This Agreement is the result of negotiations between and has been reviewed by each of the Parties hereto and their respective counsel, if

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any; accordingly, this Agreement shall be deemed to be the product of all of the Parties hereto, and no ambiguity shall be construed in favor of or against any one of the Parties hereto.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

23. Cost and Expense. It is agreed that all costs and expenses incurred in connection with the execution of and consummation of actions contemplated under the Agreement, including legal costs, and expenses, shall be borne by each Party.

24. No Publicity. Recipient shall not issue a news release, public announcement, advertisement, or undertake any other type of publicity concerning efforts in connection with this Agreement without obtaining prior written approval from the Company.

25. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

The Parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY



Signature

Name: Kapil Jain

Designation: Director

Address: Noida

RECEPIENT

Signature

Name: Vishal Rathore

Designation: Software Developer Intern

Address: 16/66C Harjupura, TajGanj, Agra,
Uttar Pradesh, 282001

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