



PAN : AMTPG6759R
TAN : SRTH04406D
GST : 24AMTPG6759R1ZY
IEC No : AMTPG6759R

INTERN NON-DISCLOSURE & NON-COMPETE AGREEMENT

This NON-DISCLOSURE & NON-COMPETE AGREEMENT has been entered into this day 1st October, 2023.

BETWEEN

LaMinds, an Indian Company having its registered office at 417-418, Mahek Icon, Beside Sumul Dairy, Railway Station road, Surat, Gujarat 395004.

AND

Yash Goyani, an Intern of LaMinds and residing at B 902, Brahmand Residency, Nani Ved, Katargam, Surat 395004.

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks and other confidential and/or proprietary information limited to that forming part of the subject matter 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



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Company may have entered into with the Party or other party.

Confidential Information: Confidential information means, trade secrets, know-how, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house 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 in-house or contracted/details/quantified 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, know-how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to



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the Company's products, manufacture and sale of products envisaged by company's know-how or any other improved know-how.

2. Acknowledgement of Confidentiality

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

3. Agreement not to disclose

a. **Yash Goyani** hereby agrees that he shall hold in confidence and hereby agrees that he shall not use, commercialize or disclose except under terms of Internship of LaMinds, any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as LaMinds may approve in writing.

b. Even upon assignment of confidential information or intellectual property to LaMinds, **Yash Goyani** 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 own confidential information, and shall take all steps necessary to protect the confidential information or intellectual property from unauthorized or inadvertent disclosure.

4. Remedies for Breach of Confidentiality

Yash Goyani agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to LaMinds which will not be adequately compensable in monetary damages, that LaMinds will have no adequate remedy at law thereof, and



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that LaMinds 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 LaMinds against, or on account of and other costs incurred by LaMinds in enforcing the provisions of the proposed transaction.

5. Non-Compete

Intern inclusive of his direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information to LaMinds hereby agrees not to directly or indirectly compete with the business of LaMinds and its successors and assigns during the term of the agreement and for a period of 2 years [Two Years] following the expiration or termination of this contract and notwithstanding the cause or reason for termination.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the High Court of Surat, Gujarat.

7. General Provision

- a. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.
- b. This Agreement is expressly limited to its terms and may be modified or



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amended only by writing signed by both parties.

c. Neither this Agreement nor any rights or obligations inherent in LaMinds, Confidential Information, know-how, trade secrets and other property and intellectual property hereunder may be transferred or assigned without LaMinds written consent respectively. Any attempt to the contrary shall be void.

8. Severability

a. 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.

b. The parties hereto consider the restriction contained to be reasonable as to protect LaMinds interests and rights.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10. Notice

All notices and communications required or permitted under this agreement shall be in



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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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

Yours faithfully,

For, LaMinds

Hitesh Gopani

(Director)

ACCEPTANCE OF APPOINTMENT TERMS AND CONDITIONS:

I agree that I have read, understand, and accept Non-Disclosure Agreement with LaMinds under the terms and conditions stated above.

(Please sign below to confirm that you agree with the terms and conditions stated in this offer.)