

MR. ARYAN MEHTA (EMPLOYEE)

NDA

EMPLOYEE NDA (NON-DISCLOSURE AGREEMENT)

(A mutual agreement to protect company information with trust and clarity.)

This Non-Disclosure/ Confidentiality Agreement ("Agreement") is made on 5th July 2023, at Ahmedabad, Gujarat, India ("Execution Date").

COMPANY

Ms. Priya Sharma, Director of
TechBloom Solutions Pvt. Ltd.
Company PAN No: AADCT1234Z,
Office Address: 102, Orbit Business
Tower, SG Highway, Ahmedabad –
380015, Gujarat, India

AND

EMPLOYEE

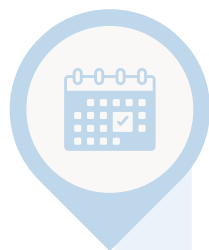
Mr. Rohan Mehta, an employee,
PAN No: AWOPM4567L,
Address: 402, Maple Residency, Satellite
Road, SG Highway, Ahmedabad –
380015, Gujarat, India

Collective Terms: "Party" and "Parties"

- This agreement also applies to our and your representatives (like vendors, suppliers, and others involved). Any actions they take related to this agreement will be considered as if taken by us or you.
- This is a legally binding document for both of us, including our legal heirs, assigned parties, and representatives
- This agreement officially starts on your joining date with the Company, referred to as the 'Effective Date'.

Effective Date

The date from
which this
Agreement is
officially active.



Joining Date

Your first official
day with the
company.



Agreement Enforcement

Your Obligations
Begins



Effective Date: Understanding Your Agreement Start



WHY WE'RE DOING THIS (PREAMBLE)

We're entering into this agreement because you, as an employee, will be involved in providing IT solutions and services for the Company or Discloser ('Business Purpose').

As an employee, you'll be performing various tasks, including software development, for the Company. To achieve this Business Purpose, the Company will share confidential information with you, under the terms of this agreement.

WHAT IS "CONFIDENTIAL INFORMATION"?

Think of 'Confidential Information' as any information we share with you related to our business, whether it's spoken, written, or something you learn by observing our work. This includes, but isn't limited to:

- **Our Clients:** Who they are and their details.
- **Our Ideas & Creations (IPR):** This is our Intellectual Property.
- **Our Partners' Deals:** Information about our partners and our financial arrangements with them.
- **Our Secrets:** Any trade secrets that give us an edge.
- **Our Tech Setup:** Details about our IT systems, networks, and configurations.
- **Any Technical/Scientific Info:** This covers all our know-how.
- **Anything You Create/Develop:** Any new ideas or products you develop while working with our confidential information ('derivatives').

"What's NOT Covered?"

Publicly Available Info: Information already known to the public (unless you made it public by breaking this agreement).

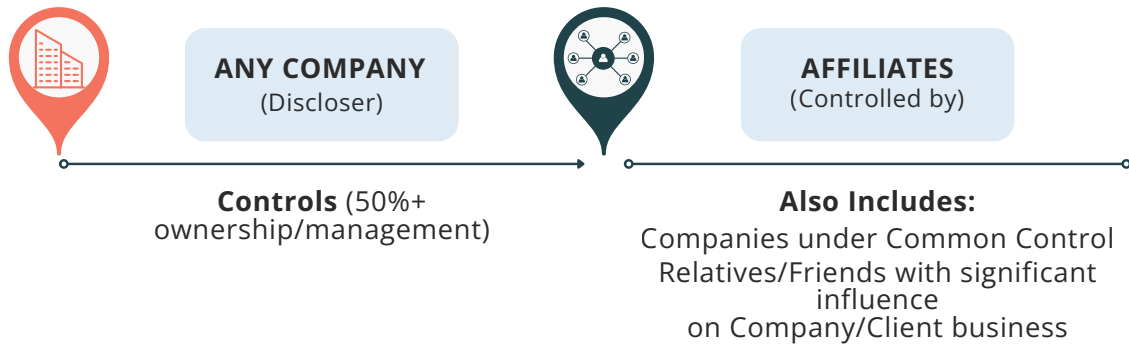
Info You Already Knew: Information you already had before joining us, without any confidentiality promises.

Info from Others: Information given to you by someone else who wasn't obligated to keep it secret from us.

If you claim any of these exceptions, you'll need to show proof. Also, just because individual pieces of information are public doesn't mean a combination of them is, unless that specific combination is also publicly known or you rightfully possessed it.

Affiliates:

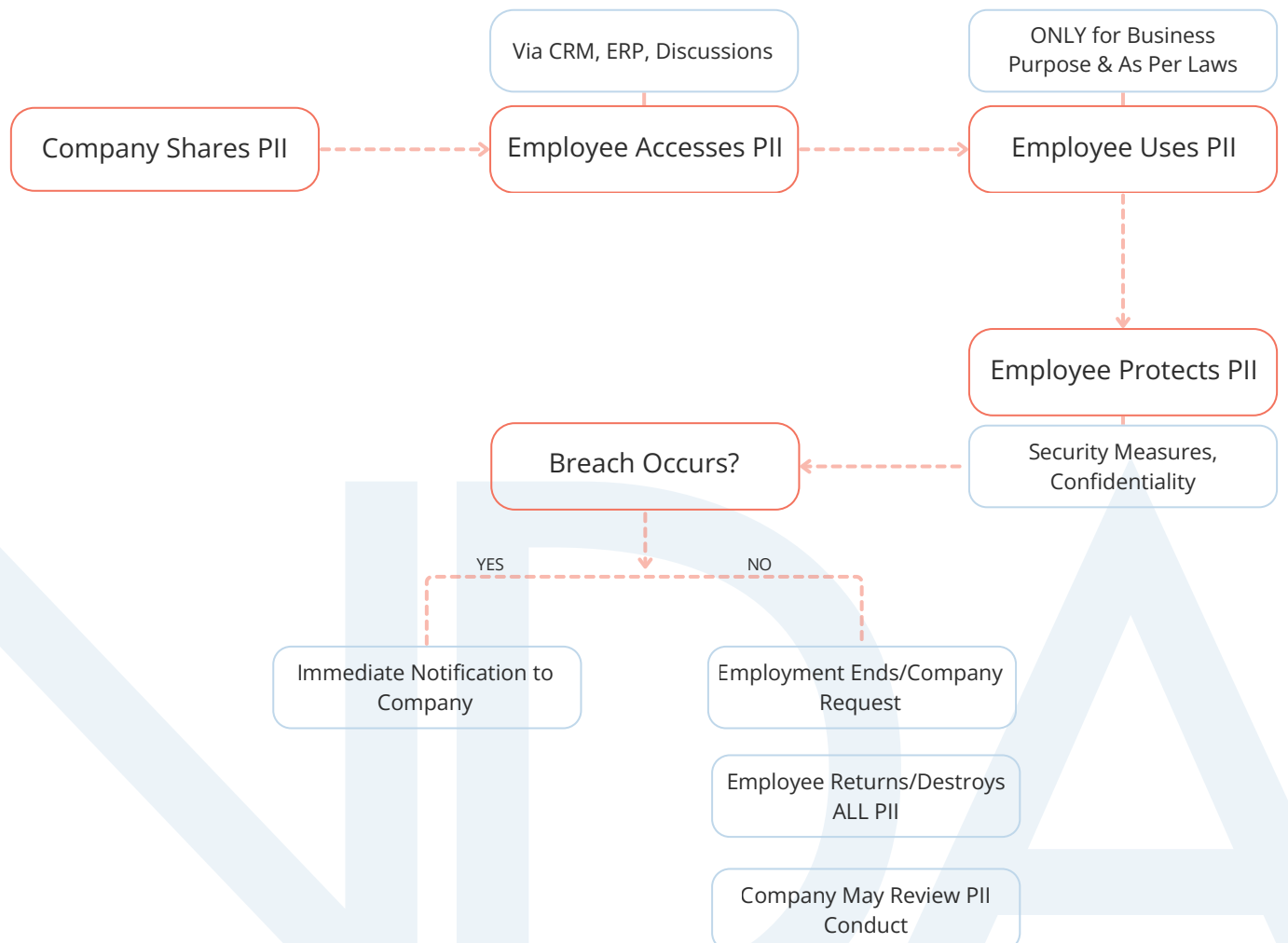
For this agreement means



Affiliates' refers to any company connected to us through ownership or significant influence (more than 50% voting stock or control of management). This also includes any relatives or friends who have a decision-making impact on our or our clients' businesses.

Protecting Your Personal Information (PII)

While working with us, you might come across 'Personally Identifiable Information' (PII). This includes any non-public personal information as defined by Indian IT and data protection laws (IT Act, 2000, and DPDP Act, 2023) and other relevant privacy laws. This information can be in our systems, through conversations, or in tools like CRM and ERP.



Employee's Obligations Regarding PII

DO 	DON'T 
Keep PII confidential.	Cause the Company to breach Privacy Laws.
Use PII ONLY for Business Purpose.	Disclose PII to unauthorized third parties.
Implement security measures for PII.	Use PII for personal benefit or after employment.
Report ANY PII disclosure or breach immediately.	Contact PII subjects in your personal capacity.
Cooperate with Company PII reviews.	Retain PII after employment or company request.

TERMINATION & EFFECT

Even after your job ends, your responsibility to keep things private continues.

- This agreement continues even after resignation or termination
- All obligations regarding confidential info, PII, and work ownership remain valid for 3 years
- You must return or delete all confidential materials immediately

OWNERSHIP OF YOUR WORK & INTELLECTUAL PROPERTY (IPR)

[This section clarifies who owns the work you create and the valuable ideas associated with it during your employment.]

Any work you create, contribute to, or develop during your employment with [Company Name] (referred to as 'The Company') will belong entirely to the Company. This is known as Intellectual Property Rights (IPR), and it's crucial for our business.

This means:

- All Services and Work: Everything you produce, generate, or execute as part of your job – whether it's software, designs, reports, or any other deliverable – is the sole and exclusive property of the Company.
- No Personal Rights: You will not have any ownership rights of any kind whatsoever in or by such service deliverables.
- Continuing Ownership: This ownership clause remains valid and binding even after your employment with the Company ends.
- No Personal Portfolio Use: You are not entitled to show any work executed by you for the Company as your personal work or achievement in your portfolio while this agreement is active.

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Understanding Intellectual Property Rights (IPR)

"Confidential Information" (as defined above) and any and all Intellectual Property Rights relating to it (including any new ideas or products derived from it, called "derivatives") are the sole and exclusive property of the Company.

What this means for you:

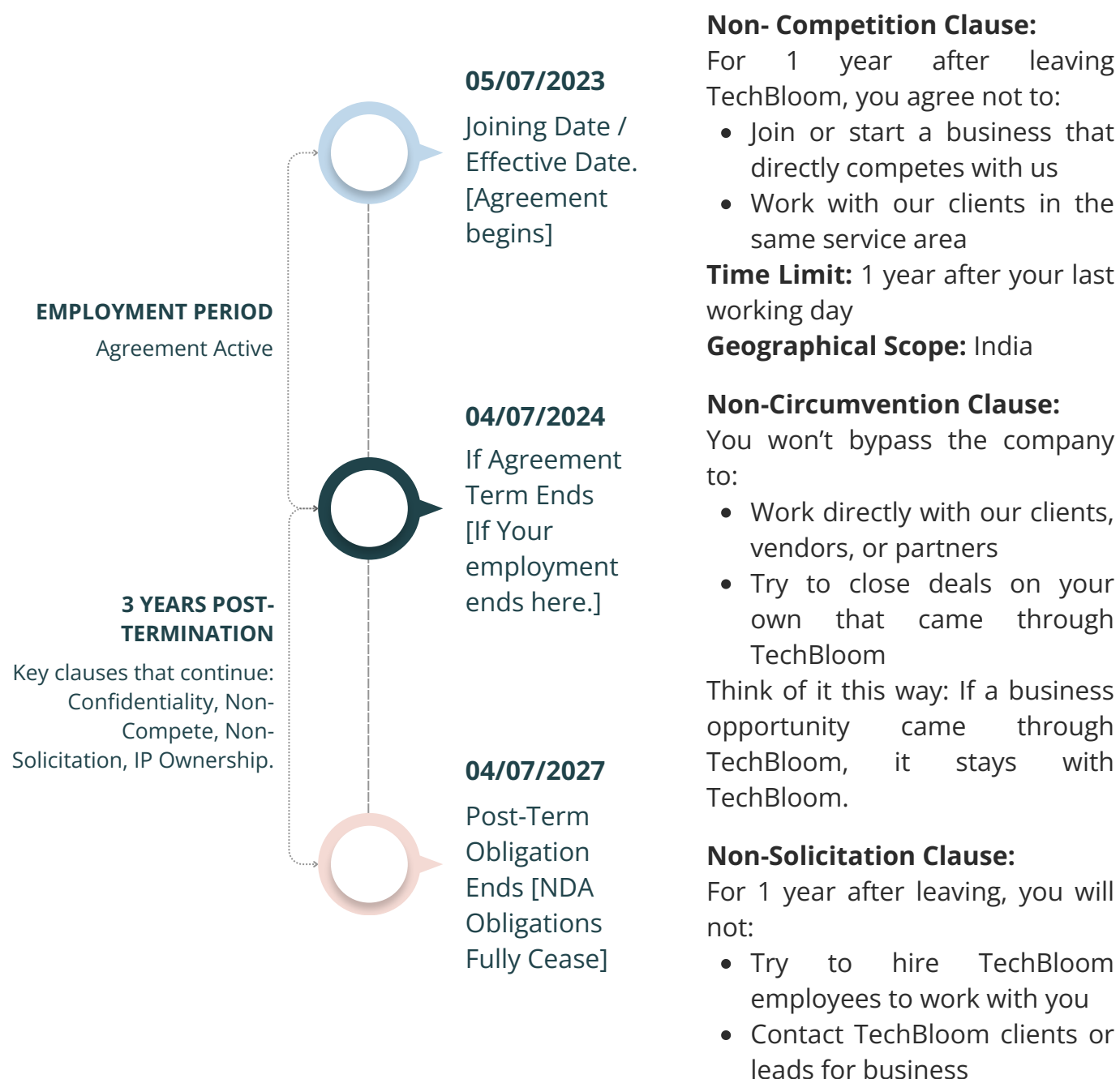
- This agreement does not give you any ownership rights or licenses to our Confidential Information, including our inventions, patents, know-how, trademarks, or copyrights.
- You must maintain and furnish to the Company complete records of all "derivatives" (any new ideas or products you develop using our Confidential Information).



- You must always cooperate with us in obtaining protection or registration for these IPRs and confirming the Company's full ownership.
- The Company has the full right to use, develop, and protect all Intellectual Property Rights related to the Confidential Information worldwide without restriction.
- Sharing Confidential Information with you doesn't create any future obligation for the Company to grant you more rights to it.
- Any modifications or improvements you make to the Confidential Information will also become the sole intellectual property of the Company.

AFTER YOU LEAVE: WHAT'S OFF-LIMITS

To protect our clients, employees, and business relationships, here's what we agree:



Penalty for Breach

Type of Breach	Penalty Amount	Additional Consequences
Non-Competition / Non-Solicitation	INR 5,00,000 (Five Lakhs)	Additional amounts as adjudicated by court, legal action, cost bearing for legal litigation.
Security Cheque Dishonor	Legal action under NI Act (Sec 138)	Legal proceedings initiated

STOP! PROHIBITED ACTIONS ●

To protect our confidential information, you **MUST NOT** do any of the following:

- **🚫 Share It:** Directly or indirectly disclose any Confidential Information to any third party, firm, or corporation.
- **🚫 Misuse It:** Use, copy, modify, or adapt Confidential Information for any purpose other than our agreed Business Purpose.
- **🚫 Go Public:** Make any public announcements, advertisements, news releases, or publications related to the Confidential Information or about our ongoing discussions/transactions.

Your Responsibility: You must protect our Confidential Information with the same care you would your own sensitive data, always maintaining a reasonable standard of care.

WHEN YOU CAN SHARE (DISCLOSURES)

WHAT YOU CAN'T DO (RESTRICTIONS)

✅ WHEN YOU CAN SHARE CONFIDENTIAL INFORMATION

You may share Confidential Information with our (the Company's) directors, officers, and other employees (referred to as "Representatives"), **BUT ONLY IF ALL** the following conditions are met:

- **✅** They are legally bound to keep the information confidential (e.g., through their own agreements).
- **✅** You have exercised reasonable care in choosing these Representatives.
- **✅** They have a genuine "need to know" the information to fulfill the 'Business Purpose'.
- **✅** You inform them that the information is confidential.

Important: You remain fully responsible for any breach of this agreement by your Representatives.

WHAT HAPPENS IF THINGS GO WRONG (INJUNCTIVE RELIEF & BREACH PENALTIES)

Remedies for Breach: If you or your Representatives break this agreement or our HR policies, the Company can seek legal action, including immediate court orders (injunctive relief) to stop the breach and claim damages for any losses we suffer.

Work location & hours: You agree to work at the Company's office during regular office hours, as per our HR policies. While temporary work-from-home arrangements might be allowed, you must return to the office if the Company requires it.

Termination by Company: The Company can end this agreement with 30 days' notice at any time.

Security Cheque

Why a Security Cheque?

The Company may ask you for a security cheque. This cheque is meant to cover potential losses if you breach this agreement (e.g., related to confidential information, notice period, or disciplinary issues)

When will it be used?

This cheque will only be deposited or cashed if you fail to meet your obligations under this agreement.

Your Agreement

By signing, you understand and agree to provide this cheque if requested and to honor its terms."

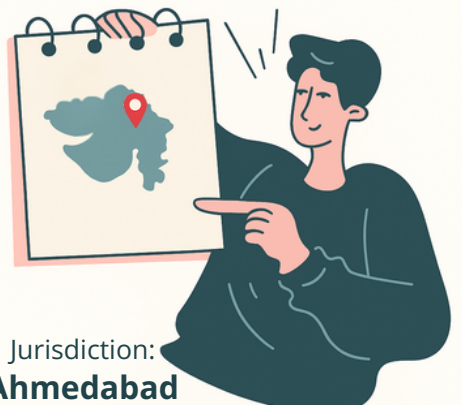
What if it bounces?

If the cheque is not honored for any reason, legal action may be taken against you under the Negotiable Instruments Act (Section 138).

APPLICABLE LAW & JURISDICTION

This agreement follows Indian law. Any legal dispute must be handled where the company is based.

TERM	MEANING
Governing Law	Indian Contract Act, IT Act, DPDP Act
Jurisdiction	Courts in Ahmedabad



NO WARRANTIES

The company is sharing information as-is. It does not guarantee that everything will be complete, perfect, or error-free.

- The company doesn't promise that all shared info is fully accurate or up-to-date.
- It doesn't guarantee the info will work exactly how you expect.

If there's an issue with the information, the company is not responsible for any losses.

No Warranty For:	Includes:
Accuracy	Data, documents, client briefs
Suitability	Whether the info fits your task
Ownership guarantees	IP not owned by the company (e.g., third-party content)

TERMINATION & EFFECT

Even after your job ends, your responsibility to keep things private continues.

- This agreement continues even after resignation or termination
- All obligations regarding confidential info, PII, and work ownership remain valid for 3 years
- You must return or delete all confidential materials immediately

OTHER OBLIGATIONS

This agreement doesn't bind either party to anything beyond protecting information.

- You are not required to continue working together forever.
- Either party is free to talk to or work with others.
- This agreement is about confidentiality only, not business contracts or employment guarantees.

TERM, TERMINATION AND NOTICE PERIOD

ACTION	REQUIRED	NOTES
Employee resigns	30-day notice or payment	Must return all company property
Company terminates	30-day notice or payment	May waive notice depending on case

Duration of Agreement

- This Agreement starts on 5 July 2023 (your joining date) and remains valid until your employment ends.
- Even after you leave, your confidentiality and privacy obligations remain in force.

Ending the Agreement

Either party (you or the company) can end this agreement by:

- Giving 30 days' written notice
- Or paying in lieu of notice (subject to mutual consent)

GENERAL PROVISIONS

A) Enforceability (Severability):

If any part of this agreement is found to be illegal or unenforceable, the rest of the agreement will still be valid. We'll adjust the unenforceable part to make it legally sound, if possible.

If we don't immediately enforce a term of this agreement, it doesn't mean we're giving up our right to enforce it later."

B) Notices (How We Communicate):

All official communications related to this agreement must be in writing and sent to the addresses provided below (or updated addresses). Notices are considered delivered:"

- i. "Immediately if hand-delivered."
- ii. "5 days after mailing."
- iii. "When sent by email (with proof of successful transmission)."

Contact Information Table:

Party	Attention	Email	Physical Address
TechBloom Solutions Pvt. Ltd.	Ms. Priya Sharma, Director	psharma@techbloom.com	102, Orbit Business Tower, SG Highway, Ahmedabad – 380015, Gujarat, India
Employee	Mr. Rohan Mehta	rmehta@gmail.com	402, Maple Residency, Satellite Road, SG Highway, Ahmedabad – 380015, Gujarat, India

C) Waiver (Entire Agreement):

This agreement is the complete understanding between us on these topics, replacing any previous agreements. Any changes or waivers must be in writing and signed by both parties.

D) Jurisdiction (Governing Law):

This agreement is governed by the laws of India. Any disputes will be resolved exclusively by the courts in Ahmedabad, Gujarat, India.

E) Conflict of Interest:

You confirm that signing and performing this agreement doesn't conflict with any other agreements or duties you have. You must not take on work that creates a conflict of interest or harms the Company's business. You agree to inform the Company immediately if any such conflict arises.

F) Indemnification:

You agree to protect the Company, our customers, and our team from any losses, costs, or legal actions resulting from:

- i. Your negligence or misconduct.
- ii. Any breach of this agreement by you or your approved subcontractors.
- iii. Any claim that Intellectual Property you provide infringes on someone else's rights.
- iv. Any other unforeseen issues arising from your actions related to this agreement.

G) Governing Law and Dispute Resolution (Reiterated and Expanded):

- If the Company breaches this agreement, it will be considered a civil matter, not a criminal one. You agree not to initiate criminal proceedings against the Company during or after this agreement. For any disputes:

Step 1: Mutual Discussion: We'll first try to resolve it amicably.

Step 2: Arbitration: If discussion fails, it can go to arbitration under the Arbitration and Conciliation Act, 1996.

Step 3: Ahmedabad Courts: If arbitration doesn't resolve it, the courts in Ahmedabad will have the final and exclusive say.

You also agree to sign any future jurisdiction or consultant agreements requested by the Company.

h) Subcontracting:

You cannot subcontract any of the Company's work, in whole or in part, without our explicit written permission.

i) Anti-Bribery / Anti-Corruption:

During your employment, you must not offer or accept any bribes, gifts, or illegal payments to improperly influence anyone, especially government officials. You agree to comply with all anti-bribery, anti-corruption, and anti-money laundering laws. This means no kickbacks, illegal political contributions, or any other unlawful payments.

ii) Consent and Legal Compatibility:

Both parties confirm that they are signing this agreement willingly, have sought legal advice if needed, are legally able to enter into it under Indian laws, and are not under any undue influence.

By signing below, both parties agree to the terms of this agreement as of the Effective Date.

COMPANY SIGNATURE

Ms. Priya Sharma
Director,
TechBloom Solutions Pvt. Ltd.

EMPLOYEE SIGNATURE

Mr. Rohan Mehta
Employee,
Ahmedabad, Gujarat

WITNESS SIGNATURE

- Witness: 1
Mr. / Ms. _____
Address: _____
- Witness: 2
Mr. / Ms. _____
Address: _____

LIST OF ENCLOSURES:

- 1.KYC of both parties (Aadhar and PAN)
- 2.Photograph of both parties
- 3.Aadhar of Witness
- 4.Photos of Witness (Optional)
- 5.Authority letter / Board resolution of the signing personnel if he/she is representing the company
- 6.Applicable Stamp to be affixed
- 7.To be executed in presence of Notary (Affixation of Notary is advisable)