

EMPLOYEE CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE AGREEMENT

DGP NETWORK SOLUTIONS PRIVATE LIMITED

THIS EMPLOYEE CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE AGREEMENT ("Agreement") is made as of _____, between **DGP Network Solutions Private Limited** (the "Company"), and _____ ("Employee").

In consideration of the Employee's employment or continued employment by the Company, with the intention that this Agreement shall apply to the entire period of Employee's employment with the Company (including the period prior to the date of this Agreement), the Employee hereby agrees as follows:

1. CONFIDENTIAL INFORMATION DEFINED

"Confidential Information" means trade Secrets, proprietary information, and confidential knowledge and information which includes, but is not limited to, matters of a technical nature (such as discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, diagrams, test data, scientific methods and know-how), and matters of a business nature (such as the identity of customers and prospective customers, the nature of work being done for or discussed with customers or respective customers, suppliers, marketing techniques and materials, marketing and development plans, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public).

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF THE COMPANY

Employee acknowledges that, during the period of Employee's employment with the Company, Employee has had or will have access to Confidential Information of the Company. Therefore, Employee agrees that both during and after the period of Employee's employment with the Company, Employee shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information (salary/financials) of the Company to any person or entity, or (b) use any Confidential Information of the Company for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Employee's work for the Company. If Employee is found doing so, he will be terminated from the services with immediate effect.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF OTHERS

Employee acknowledges that, during the period of Employee's employment with the Company, Employee may have had or will have access to Confidential Information of third parties who have given the Company the right to use such Confidential Information, subject to a non-disclosure agreement between the Company and such third party. Therefore, Employee agrees that both during and after the period of Employee's employment with the Company, Employee shall not, without the prior written approval of the Company, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information (salary/financials) of such third parties to any person or entity, or (b) use any Confidential Information of such third parties for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Employee's work for the Company. If Employee is found doing so, he will be terminated from the services with immediate effect.

4. PROPERTY OF THE COMPANY

Employee acknowledges and agrees that all Confidential Information of the Company and all reports, drawings, blueprints, data, notes, and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any other type of media, made or compiled by Employee, or made available to Employee, during the period of Employee's employment with the Company (including the period prior to the date of this Agreement) concerning the Company's Confidential Information are and shall remain the Company's property and shall be delivered to the Company within five (5) business days after the termination of such employment with the Company or at any earlier time on request of the Company. Employee shall not retain copies of such confidential information, documents and records.

5. PROPRIETARY NOTICES

Employee shall not, and shall not permit any other person to, remove any proprietary or other legends or restrictive notices contained in or included in any Confidential Information.

6. INVENTIONS

(a) Employee shall promptly, from time to time, fully inform and disclose to the Company in writing all inventions, copyrightable material, designs, improvements and discoveries of any kind which Employee now has made, conceived or developed (including prior to the date of this Agreement), or which Employee may later make, conceive or develop, during the period of Employee's employment with the Company, which pertain to or relate to the Company's business or any of the work or businesses carried on by the Company ("Inventions"). This covenant applies to all such Inventions, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection; and whether or not they are conceived and/or developed by Employee alone or with others; and whether or not they are conceived and/or developed during regular working hours; and whether or not they are conceived and/or developed at the Company's facility or not.

(b) All Inventions shall be the sole and exclusive property of the Company, and shall be deemed part of the Confidential Information of the Company for purposes of this Agreement, whether or not fixed in a tangible medium of expression. Employee hereby assigns all Employee's rights in all Inventions and in all related patents, copyrights and trademarks, trade secrets and other proprietary rights therein to the Company. Without limiting the foregoing, Employee agrees that any copyrightable material shall be deemed to be "works made for hire" and that the Company shall be deemed the author of such works under the United States Copyright Act / Indian Copyright Act, provided that in the event and to the extent such works are determined not to constitute "works made for hire", Employee hereby irrevocably assigns and transfers to the Company all right, title and interest in such works.

(c) Employee shall assist and cooperate with the Company, both during and after the period of Employee's employment with the Company, at the Company's sole expense, to allow the Company to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Employee shall sign such documents, and do such things necessary, to obtain such protection and to vest the Company with full and exclusive title in all Inventions against infringement by others. Employee hereby appoints the VP Engineering of the Company as Employee's attorney-in-fact to execute documents on Employee's behalf for this purpose. (d) Employee shall not be entitled to any additional compensation for any and all Inventions made during the period of Employee's employment with the Company.

7. COVENANT NOT TO COMPETE

Employee and the Company agree that the services rendered by the Employee are unique and irreplaceable, and that competitive use and knowledge of any Confidential Information would substantially and irreparably injure the Company's business, prospects and good will. Employee and the Company also agree that the Company's business is global in nature due to the type of products and/or services being provided. Therefore, Employee agrees that during the period of Employee's employment with the Company and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):

(a) sell, market, offer to sell products and/or services anywhere in the world similar to that being developed, offered or sold by the Company on the date of the termination of Employee's employment with the Company for any reason;

(b) solicit, induce, encourage or attempt to induce or encourage myself and/or any employee or consultant of the Company to terminate his or her employment or consulting relationship with the Company, or to breach any other obligation to the Company; detrimental or prejudicial or adverse or harmful to the interest of the company.

(c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between the Company and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of the Company; or

In the event of the employee leaving DGP Network Solutions Pvt Ltd voluntarily or involuntarily, the employee agrees, undertakes, binds himself to not to join/associate, involve/work with, in any capacity, in any manner whatsoever, with any client/sub client of the company, within and up to a period of one year from cessation of the employment of the employee with the company i.e. DGP Network Solutions Pvt Ltd, Noida; either directly, and/or indirectly, and/or through any third party, contractor, consultant, whatsoever.

(d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of the Company or any trade name used by the Company.

Employee acknowledges that the foregoing geographic, activity and time limitations contained in this Para 7 are reasonable and properly required for the adequate protection of the Company's business. In the event that any such limitation is deemed unreasonable by a court, Employee shall submit to the reduction to such activity or period as the court deems reasonable.

8. REPRESENTATIONS & 9. DISCLOSURE OF THIS AGREEMENT

Employee represents that Employee's performance of this Agreement and duties as employee will not breach any agreement with former employers. Employee will not disclose to Company any trade secrets of third parties. Employee authorizes Company to notify others, including customers and future employers, of the terms of this Agreement.

10. SPECIFIC PERFORMANCE & 11. NO RIGHTS GRANTED

Money damages alone would not adequately compensate Company in breach. Company is entitled to injunctive relief and accounting of profits. Nothing in this Agreement grants employee any license or right under any patent or intellectual property of Company.

12. SEVERABILITY & 13. GOVERNING LAW & 14. SUPERSEDES OTHER AGREEMENTS & 15. AMENDMENTS

Each covenant is separate and independent. This Agreement is governed by the laws of India. This Agreement contains entire agreement of parties and supersedes prior understandings. Modifications require written instrument signed by Employee and authorized Company officer.

16. ACKNOWLEDGEMENTS

THE EMPLOYEE ACKNOWLEDGES THAT (i) THE EMPLOYEE HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT; (ii) HAS BEEN GIVEN OPPORTUNITY TO ASK QUESTIONS; (iii) HAS RECEIVED A COPY; AND (iv) OBLIGATIONS SURVIVE TERMINATION OF EMPLOYMENT FOR ANY REASON.

SPECIAL MANDATE ON SALARY CONFIDENTIALITY: PLEASE NOTE THAT SALARY IS A VERY CONFIDENTIAL MATTER AND YOU ARE NOT AUTHORIZED TO DISCLOSE THE SAME WITH ANY EMPLOYEE OR MANAGER OF DGP Network SOLUTIONS PVT LTD OR ANY CLIENT EMPLOYEE OR MANAGER. ALL COMMUNICATION REGARDING SALARY SHOULD ONLY BE CARRIED OUT WITH AND ONLY 'HR TEAM' OF DGP Network SOLUTIONS PVT LTD, FAILING WHICH, APPROPRIATE ACTION WILL BE TAKEN.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NDA EXECUTION & CONFIDENTIALITY ATTESTATION**MANDATORY FORM**

IN WITNESS WHEREOF, the Employee and Employer have executed this Agreement on the date written below.

Employee Full Name		
Employee ID / Designation	ID: _____	Designation: _____
Department / Base Location	Dept: _____	Location: _____

EMPLOYEE SIGNATURE & ACCEPTANCE

(Affix Physical Signature / Stamp Digital E-Sign Here)

Date: ____ / ____ / 2026

Place: _____

DGP CORPORATE AUTHORIZED SEAL

UMESH AHIRWAR

Digitally Signed by Umesh Ahirwar

DGP Network Solutions Pvt. Ltd.

Authorized Signatory - Legal & IP Protection

Status: Statutorily Verified & Approved

Authority: Head - Legal & Compliance

Base Office: Gujarat, India