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सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹300

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Certificate No. : IN-GJ06919668743792W
Certificate Issued Date : 27-Nov-2024 05.42 PM
Account Reference : IMPACC (SV)/ gj13225804/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1322580427531311270154W
Purchased by : SCALEAX ADVISORY PRIVATE LIMITED
Description of Document : Article 6(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SCALEAX ADVISORY PRIVATE LIMITED
Second Party : DEV ACCELERATOR LIMITED
Stamp Duty Paid By : SCALEAX ADVISORY PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)

₹300



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HIF 0029297759

Stamping Note

1. The validity of this Stamp certificate should be verified at www.stampstamp.com or using e-Stamp Mobile App of Stock Holding.
Any tampering or details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The responsibility for the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Agreement of Non-Compete and Non-Solicitation

This Agreement of Non-Compete and Non-Solicitation ("**Agreement**") is made and entered into as on 27th November, 2024, by and between:

Scaleax Advisory Private Limited, a company organized under the laws of India, with its principal office located at 1st Floor, Ambica Chambers, Near Old High Court, Navrangpura, Ahmedabad, City Taluka, Gujarat, India, 380009, hereinafter referred to as "**Scaleax**";

and

Dev Accelerator Limited (Formerly known as Dev Accelerator Private Limited), a company organized under the laws of India, with its principal office located at C-01, The First Commercial Complex, B/h. Keshav Baug Party Plot, Vastrapur, Ahmedabad-380015, hereinafter referred to as "**DevX**".

Scaleax and **DevX** are collectively referred to as the "Parties" and individually as a "Party."

Recitals

WHEREAS, Scaleax has been incorporated gathering multiple companies to collaborate in providing talent acquisition, Talent Hiring, accounting services, and managed and Co-working space office solutions to Global Capability Centers at one stop;

WHEREAS, among the said companies DevX is a provider of Co-working Space and managed office solutions;

WHEREAS, the Parties recognize the importance of protecting their respective business interests and wish to establish terms to prevent unfair competition and solicitation;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Non-Compete

- I. **Obligation Not to Compete:** During the term of this Agreement which is until existence of Scaleax, (the "Restricted Period"), Scaleax agrees not to directly or indirectly compete with DevX in providing Co-working and managed office solutions to any of DevX 's clients or prospects identified or served during the term of this Agreement.

- II. Scaleax will not operate in areas in which DevX has a presence or is intending to create a presence. The business activities undertaken by Scaleax will be limited to providing services to Global Capability Centres only.
- III. **Scope of Restriction:** The non-compete obligations shall apply Globally and shall include:
 - Soliciting business directly or indirectly from DevX 's existing or prospective clients in the identified areas of service.
 - Establishing or engaging in a business similar to the services provided under this Agreement that targets DevX's clients.

2. Non-Solicitation

- I. Clients: During the Restricted Period, Scaleax agrees not to directly or indirectly solicit, engage, induce, or attempt to solicit, engage or induce any client, customer, or business partner of DevX to terminate or reduce its business relationship with DevX.
- II. Employees and Contractors: SCALEAX agrees that during the Restricted Period, it will not solicit, hire, or engage any employee, consultant, or contractor of DevX without prior written consent from DevX.

3. Confidentiality:

- I. Scaleax acknowledges that during the term of this Agreement, it will have access to DevX's confidential information, including but not limited to client lists, pricing strategies, business plans, and proprietary methods ("Confidential Information").
- II. Scaleax agrees to maintain the confidentiality of all such Confidential Information and not disclose it to any third party or use it for any purpose other than the performance of its obligations under this Agreement.

4. Exceptions

- I. The restrictions in Sections 1 and 2 shall not apply to:
Activities conducted with the prior written consent of DevX provided that such activities do not directly or indirectly compete with the business activities being undertaken by DevX.

5. Term and Termination

- I. This Agreement shall remain in effect during the term between the Parties and for the duration of the Restricted Period thereafter.

6. Remedies:

- I. Both Parties acknowledge that a breach of this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

7. Miscellaneous:

- I. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of Ahmedabad, Gujarat.
- II. Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions and agreements.
- III. Amendments:** Any modifications to this Agreement must be made in writing and signed by both Parties.
- IV. Severability:** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- V. Assignment:** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

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

Scaleax Advisory Private Limited:

Signed by: Mr. Gautam Pai
eSigned using Aadhaar (digio.in)
By: Date: 2024-11-27 17:04:43 IST

Name: Mr. Gautam Pai

Title: Director

DIN: 07146013

Date: 27.11.2024

Dev Accelerator Limited (Formerly known as Dev Accelerator Private Limited):

Signed by: Mr. Umesh Uttamchandani
eSigned using Aadhaar (digio.in)
By: Date: 2024-11-27 17:00:53 IST

Name: Mr. Umesh Uttamchandani

Title: Managing Director

DIN: 07496423

Date: 27.11.2024