

NON-DISCLOSURE AND INTELLECTUAL PROPERTY OWNERSHIP AGREEMENT

(INTERNS)

This Non-Disclosure Agreement ("Agreement"), dated this 01 day of February 2025 ("Effective Date"), is made in Mosiena ("City name"), India by and between;

Accenture Solutions Private Ltd., a company incorporated under the Indian Companies Act, 1956 and having its registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai- 400079 ("Accenture"), which expression shall, unless be repugnant to the context or meaning thereof, mean and be deemed to include its successors and assigns; And Diwakar Sharma [full legal name], aged 21 years, resident of Sharma building material, Vankhadi road, Gopalpura, Mosiena, MP 476001 [put in complete permanent home address] ("INTERN") which expression shall, unless be repugnant to the context or meaning thereof, mean and be deemed to include his/her successors and permitted assigns.

WHEREAS, the Intern represents that he/she has the required knowledge to pursue internship at Accenture.

WHEREAS, on the basis of the representations made by the Intern, Accenture agrees for the Intern to pursue the Internship from **21st February 2025** for duration of 4 months.

WHEREAS, during the course of the Internship, Accenture may disclose to the Intern certain information which is considered as proprietary and confidential, and Intern may also be involved in creation of Intellectual Property.

NOW WITNESSETH THAT FOR, AND IN CONSIDERATION OF THE PREMISES, AND MUTUAL AGREEMENTS HEREIN, ACCENTURE AND THE INTERN AGREE AS FOLLOWS:

1. "Confidential Information" shall mean all information of Accenture and its affiliates and their agents or clients, including any commercial, financial, technical or other information relating to the past, present and future research, development, business activities, products, and services of Accenture and its affiliates and their agents or clients, which is disclosed to the Intern (whether disclosed orally or in any other form whatsoever, including without limitation data, drawings, films, documents and computer readable media).
2. The Intern undertakes the following in respect of Confidential Information:
 - (a) to treat Confidential Information as confidential, using the same degree of care as they would use for their own confidential information of like kind, but no event less than reasonable care;
 - (b) not, without Accenture's prior written consent, to communicate or disclose any Confidential Information to any person;
 - (c) not to otherwise use or circulate such Confidential Information within its own organization except solely to the extent Accenture may authorize in writing;
 - (d) not to copy or reproduce the Confidential Information of Accenture without Accenture's prior written consent.
3. The restrictions above shall not apply to information that: (a) is or has becomes publicly known or part of the public domain through no fault of the Intern; (b) is lawfully received by the Intern from a third party without any restriction and without any obligation of confidentiality.
4. Confidential Information and any materials containing or based on such Confidential Information shall be deemed to be the property of Accenture. Nothing contained in this Agreement or disclosure of the Confidential Information shall be construed as granting to or conferring on the Intern any rights by Accenture or the licensor otherwise, expressly or impliedly, to any patents, trade secrets, copyrights, trademarks or other rights in the Confidential Information. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". ACCENTURE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES REGARDING NON-INFRINGEMENT,

TRADEMARK, COPYRIGHT, PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OR ACCURACY, COMPLETENESS OR PERFORMANCE.

5. Upon request of Accenture, the Intern shall promptly deliver to Accenture all Confidential Information supplied and all copies, work product or other derivatives thereof and, only on the request of Accenture, destroy or erase any Confidential Information and any materials and documentation containing such Confidential Information, including all originals, copies, computer data files, word processing files, letters, or other computer storage files, prepared by or on behalf of the Intern. Within a reasonable time of such request, the Intern shall certify in writing to Accenture that it has fully complied with its obligations under this Section.
6. The Intern shall not make nor permit others to make any reference to the subject matter of the Agreement, or the Confidential Information or use the name, trade name, trademark, logo, acronym or other designation of Accenture and its affiliates and their agents or clients in any public announcements, promotional, marketing, sales materials or efforts or otherwise.
7. The Intern agrees that during his/her Internship with Accenture he/she may create or have created, including, but not limited to, patents, copyright, trade secret and design rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by the Intern during or as a consequence of his/her Internship, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which the Intern conceives, discovers or creates during or in consequence of his/her Internship with Accenture ("Work Product").
8. The Intern agrees that any rights title and interest whatsoever in the Work Product shall belong exclusively to Accenture. The Intern hereby conveys ownership in such rights, title and interest to Accenture and its affiliates upon inception or development.
9. All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, the Intern hereby irrevocably assigns all worldwide rights, titles, and interests (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Accenture and its affiliates. The Intern retains no rights to use the Work Product and agrees not to challenge the validity of Accenture's and its affiliates' ownership in the Work Product. The Intern hereby forever waives all moral rights in the Work Product and any results or proceeds there from, even if after expiration or termination of the Internship.
10. If the Intern has any rights to the Work Product that cannot be assigned to Accenture or its affiliates, the Intern hereby unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against Accenture and its affiliates and their employees, contractors or clients with respect to such rights and grant to Accenture and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of the Internship, the Intern will deliver to Accenture all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination/expiration and all copies thereof.
11. The Intern agrees to, for no further consideration, execute any documents and take any other actions reasonably requested by Accenture and its affiliates and their clients and contractors to achieve the objectives of this Agreement (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Accenture is unable for any reason, after reasonable effort, to secure the Intern's signature on any document needed to perfect the title of Accenture and its affiliates, the Intern hereby irrevocably designates and appoints Accenture and its duly authorized officers and agents as the Intern's agent and attorney in fact to act for and on behalf of the Intern to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by the Intern.
12. The Intern agrees that he/she will not violate or attempt to violate the intellectual property rights, interests or title of any third party. The Intern agrees that he/she will not incorporate any third-party intellectual property including his/her own preexisting intellectual property rights in the work product or other deliverables without written approval from Accenture. The Intern's obligations under this

undertaking shall remain in effect and survive termination or expiration of the Internship. Accenture shall be entitled to immediate injunctive relief or claim damages (liquidated or un-liquidated) or similar relief upon potential or actual breach of this undertaking by the Intern. Intern shall indemnify Accenture against each loss, liability, cost damage and expense incurred as a result of a breach by the Intern of this Agreement.

13. The termination of this Agreement for any reason shall not affect the obligations set out in this Agreement and the obligations of the Intern with respect to Confidential Information will survive the expiration or termination of this Agreement.
14. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable. Notwithstanding the foregoing, Accenture shall be free to apply to any court of competent jurisdiction for injunctive or similar relief. The Intern may not assign its rights or delegate its duties or obligations under this Agreement without prior written consent of Accenture. Any attempt to do so is void. This Agreement may not be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by Accenture. The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement. This Agreement supersedes all requests for proposals, proposals or other prior or contemporaneous agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other provisions hereof or the whole of this Agreement, but such provision shall be deemed modified to the extent necessary in the court's opinion to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. Where this Agreement is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Agreement, certified to be true copies by authorized personnel of the parties shall be deemed original solely for such purpose. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
15. This Agreement supersedes over any other agreements in force between the parties and will bind the parties with respect to the terms and conditions.
16. The Intern understand and agrees that nothing herein contained and / merely the fact that an internship is being provided to Intern would create an employer and employee relationship between Intern and Accenture. Accenture does not guarantee any form of employment during / upon the completion of the internship tenure. Further, during the internship tenure, the Intern may be subjected to various operational / organizational/ administrative processes / procedures, including but not limiting to security/ safety norms, etc. However, Intern and Accenture understand and agree that this by itself would not constitute employer -employee relationship between Intern and Accenture and no claim either direct / incidental / ancillary (including relating to employment) would be raised by Intern in future.

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

[Accenture Solutions Pvt. Ltd.]

[Intern]

Name: _____

Name: Diwakar Sharma

Title: _____

Title: Mx.

Date: _____

Date: 01/02/2025

Signature: Sharma