

ANNEXURE A
NON DISCLOSURE AGREEMENT

This NDA (“**Agreement**”) is made between **TEST YANTRA SOFTWARE SOLUTIONS INDIA PVT. LTD.**, a company incorporated under the Companies Act, 1956, having its registered office at #88, Brigade Chambers, 3rd floor, Gandhi Bazaar Main Road, Basavanagudi, Bengaluru, Karnataka 560004, represented by its [Director/Authorized Signatory] Human Resource (hereinafter may be referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART **Gururaj Hadapad** aged about 21 years **S/O Jagadish V** Residing at, Vinodamma Building ,1st Floor 3rd cross, Gulla Reddy layout, Anekal Main road, Chandapura, Anekal Taluk, Bangalore-Karnataka 560099. Working for TYSS and referred to as “**EMPLOYEE**”

WHEREAS:

The Company is engaged *inter alia* in the business of providing Software Services and QA in the fields of enterprise, technology and services. The Company is also engaged in providing staffing and specialized staff augmentation services to various third party customers across the globe.

- a. This agreement is effective from the **05th July 2021** agreement between **TYSS** and the **Employee**. The Employee agrees that information related to Intellectual Property concerning the working of the Company, including all the information concerning the Company’s **business transactions, financial arrangements, business partners, customer information, trade secrets, marketing strategies, employee or administrative policies, patents, Copyrights, marketing content, call scripts, designs, or business method, industrial process, new technologies, rates , revenues** and any other information concerning the Company which is not in the public domain constitutes “**Confidential Information**” belonging to the Company and [he/she] shall not, in perpetuity, reveal Confidential Information to any person, firm, corporation, or entity.
- b. The Employee agrees and acknowledges that Confidential Information disclosed to the Employee during the course of his employment in trust and confidence solely for the performance of his/her assigned tasks at the Company and such confidential information includes various trade secrets and business practices of the Company which shall not be utilized or disclosed, in perpetuity, by the Employee to any third party whatsoever.
- c. The Employee expressly agrees that he/she shall keep all Confidential Information of the Company confidential and shall not disclose the same to any third party. This includes Data of Product which we are building, Customers, Partners, Vendors the Employee further agrees that in case of any such disclosure by him/her to any third party, it shall be presumed that such disclosure has been made by the Employee for monetary gain or commercial benefit.
- d. The Employee shall not be prevented to make any disclosure required by (i) order of a court of competent jurisdiction or (ii) any competent regulatory authority or agency where such disclosure is required by law, provided that where the Employee intends to make such disclosure, he/she shall notify the Company in writing, so that the Company may seek a protective order or other appropriate remedy and provided further that the Employee discloses no more Confidential Information than is reasonably necessary in order to respond to the required disclosure, takes all

reasonable steps requested by the Company to protect the Confidential Information, minimize the extent of the Confidential Information disclosed and to make such disclosure in confidence.

e. The Employee shall be responsible for any breach of any of the terms of this Agreement. The Employee understands that if he/she threatens to or actually commits a breach of or fails to observe any of the obligations set forth in this Agreement, the Company shall have the right to seek an injunction against such breach. Further, the Employee shall indemnify the Company from and against all costs, expenses, losses or damages (including but not limited to legal expenses, loss of goodwill and reputation, etc.) which arose directly or indirectly from the unauthorized disclosure or use of Confidential Information by the Employee or from any other breach of the terms of this Agreement. Over and above any such unliquidated damages, the Employee agrees that in case of any breach of the confidentiality obligations at any point of time in the future, the Employee will be immediately liable to pay the Company as determined based on Extent of disclosure and damage caused thereof.

f. Employees shall not share the employment related information such as Compensation and Benefits which are personal to each. Employees working on customer's projects shall not share the data or information about their client with anyone within the organization as well as outside. Strict disciplinary action including termination service may result if found to be violating these regulations. The Salary information is maintained by the HR Department. Every individual, who is a part of the HR team is also bound by the terms of this Agreement, and shall not disclose any confidential information which is supposed to be maintained at the Individual Property of the Employee.

g. The Information Technology department of the organization shall ensure that no access to Social Media, Interaction forum, any portal which seeks information from users be allowed to be accessed from the Intranet of the company. Supplementing with the Internet and Wireless access usage policy, strict enforcement of intended and unintended leak of information is prevented. No personal computers or storage medium is brought to the work place. Similarly, no material is taken out of the work place without the due authorization of the Department Head

2) NON-SOLICITATION AND NON-DISPARAGEMENT

a. The Employee agrees and undertakes that during the period of Employment, the Employee shall not in any way, directly or indirectly, on his own behalf or on behalf of any third party, solicit or otherwise approach any client / customer of the Company for the purpose of employment or to provide any services to such client / customer of the Company.

b. The Employee agrees not to make any public allegations, statements or claims against each other, including representatives and other employees of the Company, and further agree not to make any disparaging, damaging or defamatory statement against each other to any third party, either in person or through any written or electronic medium or on any public platform.

c. The Employee agrees that in case of breach of either of the above two conditions, the Employee shall be liable to pay the Company certain damage cost that is determined based on Extent of disclosure and damage caused thereof.

d. In the event that the Employee makes any disparaging, defamatory or derogatory statement in any public forum in respect of the Company or any of its employees or representatives, the Company shall issue a notice of breach to the Employee and if such disparaging, defamatory or derogatory statement has not been removed from such public forum within 3 days of receipt of such notice from the Company.

Technology & Product Development

a. Employee shall hold and maintain the Confidential Information of the Company in strictest confidence for the sole and exclusive benefit of the Company. Employee shall carefully restrict access to any such Confidential Information to persons bound by this Agreement. The Employee shall use the product & technology for own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit, any of the Confidential Information. Employee shall return to Company any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to the Confidential Information immediately on the written request of Company. Any breach to this terms, Company shall impose penalty. The losses incurred to the Organization will be defined at the time of incidence occurrence and Employee is liable to pay any such penalty.

3) MISCELLANEOUS

a. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law.

b. No delay in exercising or omission to exercise any right, power or remedy accruing to a party hereto upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of such party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such party in respect of any other default.

c. This Agreement shall be governed by and construed in accordance with the laws of India. In the event of any dispute between the parties, such dispute shall be referred to the sole arbitrator appointed by the Company. The place of arbitration shall be in Bengaluru. The award passed by the Arbitrator shall be final and binding on the parties. Subject to adjudication of disputes by arbitration, the Courts in Bengaluru shall have the exclusive jurisdiction to deal with the disputes arising out of this Agreement.

4) NON-COMPETITION CLAUSE

- a. For a period of Two (2) years following the termination of this Agreement in any manner whatsoever, the Employee is prohibited from
- b. establishing or conducting, alone or with other persons, whether gratuitously or for remuneration, any business in India which competes with same clients for the same business with the Company
- c. conducting any assignments and/or performing work activities (in whatever way) similar or identical to those duties and responsibilities of the Employee during his employment with the Company, alone or with other persons, whether gratuitously or for remuneration for any business in competition with same clients of the Company;
- d. taking any financial interest, alone or with other persons, directly or indirectly in any business which is competitive with same clients of the Company
- e. being involved in any other way, alone or with other persons, directly or indirectly, whether gratuitously or for remuneration, with any business which competes for the same business with same clients as the Company

CONFIDENTIALITY ELEMENTS

Typical confidential information in the organization are as follows. However, it is not limited to only these items and from time to time, the management shall ensure that the information generated or received are classified accordingly based in its business criticality.

- Data of Customers/Partners/Vendors.
- Company Information, Training materials.
- Employee related data such as Salaries, Benefits and personal information
- Patents, formulas or new technologies.
- Customer lists (existing and prospective).
- Confidential Project Information
- Customer Information
- Data entrusted to our company by external parties.
- Pricing/marketing and other undisclosed strategies.
- Documents and processes explicitly marked as confidential.
- Dual Employment
- Intellectual Property

Any other information classified as confidential from time to time

5) PENALTY CLAUSE

If Employee violates the terms of this Agreement, the Company shall be entitled to take legal and disciplinary action against the Employee including dismissal of the Employee. The Company may take legal proceedings and file suit for damages, based on the losses incurred to the Organization.

I have been informed of the policies, practices and the actions that will be taken in the event of a breach of policy due to my intentional and unintentional sharing of classified information of the organization and I promise to abide by the same.

IN WITNESS THEREOF the parties hereto have set and subscribed their respective signatures and seal on the day, month and year first written herein above:

Test Yantra Software Solutions (India) Pvt. Ltd.
represented by its authorized signatory

Employee

Authorized Signatory

Signature:

TESTYANTRA