

## Non-Disclosure Agreement

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_(month), \_\_\_\_\_(year), by and between Coforge Limited, a company incorporated under the laws of India having its registered office at 8 Balaji Estate, Guru Ravidas Marg, First Floor, Kalkaji, New Delhi – 110019 (Hereinafter referred to as COFORGE, which expression shall include its subsidiaries, group companies, legal heirs, successors and assigns in business).

AND

\_\_\_\_\_ (Name of the Employee), resident of \_\_\_\_\_

\_\_\_\_\_ (Address of Employee) (hereinafter referred to as the Employee).

“Employee”, for the purposes of this Policy, means any person employed at the workplace for any work on regular, temporary, ad hoc or daily wage basis, either directly or through an agent, including a contractor, with or without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are expressed or implied and includes a co-worker; a contract worker, contractor, consultant, probationer, trainee, apprentice or called by any other such name.

**WHEREAS**, COFORGE is inter alia engaged in the business of Software Solutions, application development and maintenance, enterprise solutions including managed services, GIS solutions, business process management and other related activities and offers these services, directly or through its subsidiaries, to its clients / customers (“Client”).

**WHEREAS**, COFORGE is using the Employee for the purpose of the conduct of the COFORGE’s business (hereinafter referred to as “engagement”); and

**WHEREAS**, during the “period of engagement” COFORGE is required to disclose certain confidential information to the Employee; and

**WHEREAS**, during the period of such engagement, the Employee because of his/her duties and position of trust, will have access to trade secrets and other confidential information pertaining to the COFORGE’s business.

**IN CONSIDERATION** of the above, the parties (being COFORGE and the Employee) agree as follows –

1. The Employee appreciates that during the period of engagement he/she may produce or obtain trade secrets and other confidential information relating to COFORGE’s or Client’s business, including but not limited to computer software, algorithms, source code, methods of business, marketing techniques, ideas, inventions, customer lists, trade secrets, etc. and the Employee agrees that he/she shall respect the confidence entrusted on him/her by not disclosing or using such information without COFORGE’s prior written permission.
- 1.1. Confidential Information includes any and all information, directly or indirectly disclosed by COFORGE to the Employee, regardless of the form of such disclosure (whether written, oral, delivery of sample, visual observation or in any other form, tangible or intangible), including but not limited to, documents such as drawings and specifications; knowledge and/or information such as ideas, concepts and plans; any and all information regarding technology such as technical information; any and all business information; and any factual information and data / personal data in connection with the Development or any information or data or personal data or any protected information without any limitations, of the client(s) of COFORGE (including the name or brand of the client).

- 1.2. The obligation specified in this Agreement shall not or no longer apply to such Confidential Information for which the Employee can establish:
  - a) that it was in the Employee's lawful possession prior to the disclosure by COFORGE;
  - b) that it is a part of the public domain prior to the disclosure to the Employee;
  - c) that it is or becomes a part of the public domain through no act, fault or omission of the Employee;
  - d) that it is lawfully disclosed to the Employee by a third party without restriction on disclosure.
- 1.3. The Employee agrees to hold any and all Confidential Information in confidence but in no event shall it use less than a reasonable degree of care; and shall not copy or reproduce the confidential information, and shall not disclose such information to any person for any reason at any time without the prior written consent of COFORGE.
- 1.4. The Employee agrees that it will use the Confidential Information solely for the purpose of execution of the work/job required to be performed due to the engagement with COFORGE. The Employee shall not use the Confidential Information for guiding or conducting research.
- 1.5. The Employee agrees that he/she will not, without the prior written permission of the COFORGE, use any invention, device, know-how and so on, included in, or constituting a part of, the Confidential Information (such invention, device, know-how and so on, hereinafter called "Invention, etc.") for any purpose other than execution of the work/job required to be performed due to the engagement with COFORGE or, export or re-export any technical data, any products received from COFORGE or its Clients, or the direct product of such technical data to any other country in violation of applicable laws, regulations and rules unless authorized in writing by COFORGE/Client.
- 1.6. The Employee agrees to unconditionally and irrevocably waive all moral rights in all materials created by the Employee in the course of performing services for COFORGE or its Client, and consent to COFORGE or with the consent / instructions of COFORGE its nominated Client to use, deal, reproduce, publish, register, transmit, adapt, change, modify, relocate or destroy any and all materials created by the Employee in connection with the performance of those services. Any and all inventions, devices, concepts and copyright works containing any part of the Confidential Information or derived from the Confidential Information or created while performing services for COFORGE or the Client shall be owned by COFORGE or at the request of COFORGE, its nominated Client, as the case may be. Upon request from COFORGE, the Employee shall prepare, execute and deliver to COFORGE any and all document(s) and the like necessary or beneficial to apply for and/or register any intellectual property right(s) (including any industrial property rights) for such inventions, devices, concepts and copyright works. Without the prior written approval of COFORGE, the Employee shall not make any patent filing and any other filing for any other intellectual property right(s) (including any other industrial property rights) for such inventions, devices, concepts and copyright works.
- 1.7. The Employee undertakes that it will abide by any and all Data Protection Legislations, Privacy Laws, Information Security Laws, COFORGE's information security policies and other applicable laws and directives as may be stipulated by the Clients of COFORGE during his/her performance of services whether at the site of COFORGE or its Clients. The Employee shall keep updated himself of the Data Protection Policies issued/advised by the Company.
- 1.8. Upon termination of the Engagement or upon request from COFORGE, the Employee shall promptly return to COFORGE any and all Confidential Information and/or destroy any and all materials, media, records and/or items in any form containing Confidential Information in possession of the Employee. The Employee shall give a written certificate to the effect that he/she has returned all Confidential Information and or destroyed any and all materials, media, records and/or items in any form containing Confidential Information in possession of the Employee

- 1.9. If the Employee violate/violates any terms and conditions of this Agreement including but not limited to destructing, deleting, tampering or causing harm to the Confidential Information in any way or if any Confidential Information is disclosed to any third party due to any reason attributable to the acts or omission or negligence or breach of obligation of the Employee, the Employee shall fully indemnify and compensate COFORGE or its Client for any damage caused there-from. The extent of such damages will include the consequential damages to COFORGE's and/or Client's business. In such an event COFORGE or its Client, as the case may be, may initiate appropriate proceedings against the Employee for his acts of default or breach, in the court of Law in appropriate jurisdictions, without any restriction/limitation.
- 1.10. By signing this NDA, the Employee irrevocably provides consent to COFORGE for collecting, using and disclosing Employee personal information for various purposes, including to:
- initiate all necessary background checks through various agencies as may be required during the course of employment;
  - implement the terms and conditions of various contracts entered into by COFORGE and
  - to comply with relevant laws.

COFORGE agrees to provide the below at the written request of Employees:

- Provide with access to any personal information relating to Employee held by COFORGE; and
  - Correct or amend any personal information relating to Employee held by COFORGE which becomes out of date."
2. The Employee hereby agrees to surrender, upon termination of engagement or whenever called upon by COFORGE so to do, all originals, copies, notes, lists, packages, diagrams, samples, computer memory devices and all other documents or material, containing any proprietary and confidential information, in whole or in part.
3. The Employee agrees and acknowledges that disclosure of any proprietary confidential information of COFORGE would result in grave harm to COFORGE and that such harm cannot be adequately compensated by damages. Hence, COFORGE shall have the right to prohibit any such disclosure by means of an injunction restraining the Employee from making any disclosure. This remedy shall be in addition to any other remedy that COFORGE may have for breach of the confidentiality obligations as above mentioned. The Employee understands that breach of confidentiality obligation, directly or indirectly, is misconduct which can result into summary termination.
4. If any provision of this Agreement shall be declared invalid or illegal for any reason whatever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if invalid or illegal provisions had not been contained herein.
5. This Agreement will be governed by and construed solely in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the competent courts in India
6. All obligations created by this Agreement shall survive change or termination of the parties' engagement relationships and /or termination of this Agreement.
7. The Employee acknowledges that he/she has read and understands this Agreement, and further acknowledges that he/she has had the opportunity to obtain legal advice about it.
8. The rights under this agreement are non-assignable.
9. The provision in this Agreement shall continue after the termination or early expiration of this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**SIGNED and DELIVERED**  
by, for and on behalf of  
Coforge Limited

**SIGNED and DELIVERED**  
by "Employee

**DELIVERY HEAD: [Name and Signature]**