

**NON DISCLOSURE AGREEMENT**

I, Karan Bains, hereby, agree to abide by the Non-disclosure agreement.

As a consultant for content development services at Aspiring Minds Assessment Pvt. Ltd., I recognize that the Company is engaged in a continuous Program of Research, Development and Production with respect to its business.

**RECITALS:**

I understand that:

- A. My Association creates a relationship of confidence and trust between the Company and me with respect to any information (i) applicable to the business of the Company; or (ii) applicable to the business of any customer of the Company; or (iii) which the Company is under a contractual obligation to keep confidential which may be made known to me by the Company or by any customer of the Company, or learned by me during the period of my Association.
- B. The Company possesses and will continue to possess Proprietary Information. In consideration for the compensation received by me from the Company, I hereby agree as follows:

All the Content (Proprietary Information) developed, translated, reviewed or modified by me during the course of association shall be the sole property of the Company and its assigns or a third party, as applicable, and the Company and its assigns or such third party shall be the sole owner of all the modules and other rights in connection with it. This would also include the old content shared with me by the company for review or translation purpose. I hereby assign to the Company any rights I may have acquired in any or all Proprietary Information. During the term of my Association with the Company and at all times thereafter, I will keep in confidence and trust all Proprietary Information, and I will not directly or indirectly disclose, sell, use, lecture upon or publish any Proprietary Information or anything relating to it without the written consent of the Company. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company or incorporates any Proprietary Information.

**Dispute Resolution Procedure:** I agree that any dispute arising out of or related to the Association between me and the Company, including the termination of that Association, and any allegations of unfair or discriminatory treatment arising under state law or otherwise, shall be resolved in accordance with the dispute resolution procedures set forth in my letter of appointment of employment from the Company. However, the unresolved disputes arising out of employment/Intellectual Property rights and breach of Confidentiality agreement shall be referred under jurisdiction of courts in New Delhi.



Subject to the following paragraph, arbitration shall be the exclusive final remedy for any dispute between the parties, including but not limited to disputes involving claims for discrimination or harassment, wrongful termination, breach of contract, breach of public policy, physical or mental harm or distress, or any other disputes, except that either side may appeal the arbitrator's decision regarding or relating to matters involving the Company's Proprietary Information to a court in New Delhi. Nothing herein shall limit the right of the Company to obtain injunctive relief for violation of the portions of this Agreement dealing with protection of the Company's Proprietary Information, in order to preserve the status quo or prevent irreparable harm pending arbitration and, if applicable, appeal. In addition, either party may bring an action in a court of competent jurisdiction located in New Delhi regarding or relating to matters involving the Company's Proprietary Information.

**Modifications:** No modification of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**Severability:** If any term or provision of the Agreement shall be declared invalid, illegal or unenforceable, such term or provision shall be amended to achieve as nearly as possible the same effect of protecting Proprietary Information as the original term or provision, and all remaining provisions shall continue in full force and effect.

**Governing Law:** This Agreement shall be governed by and construed in accordance with Indian laws.

**Acknowledgement:** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provision.

**DECLARATION**

I HEREBY DECLARE AND AFFIRM THAT I HAVE CAREFULLY STUDIED AND UNDERSTOOD THE TERMS & CONDITIONS OF ASSOCIATION HEREIN DETAILED AND I UNDERTAKE TO ABIDE BY THE SAID TERMS AND CONDITIONS.



Signature  
(Karan Bains)

Date: 10 December 2020