



Jobiak Software Private Limited.  
T Hub, IIIT Campus  
Gachibowli, Hyderabad,  
Telangana – 500032.

## NON-DISCLOSURE AGREEMENT

This Agreement is made on this day of 16<sup>th</sup> May 2020 by and between Jobiak Software Pvt Ltd, a private limited organization having its registered office of business at Fifth floor, T- Hub, IIIT Campus, Gachibowli, Hyderabad, Telangana ("here in referred as Company") and \_\_\_\_\_ an individual residing at \_\_\_\_\_, \_\_\_\_\_ (here in referred as a consultant / Recipient)

1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including web URLs, Job description details, clients, patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to Company.

2. Nondisclosure and Nonuse Obligations. Consultant will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form. Consultant agrees that he/she shall treat all Confidential Information of Company with at least the same degree of care as he/she accords their own confidential information. Consultant further represents that they exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.



Jobiak Software Private Limited.  
T Hub, IIIT Campus  
Gachibowli, Hyderabad,  
Telangana – 500032.

3. Survival. This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Recipient by Company and would still adhere to the confidentiality and non-disclosure clauses mentioned in points 1 and 2.

4. Governing Law. This Agreement shall be governed in all respects by the laws of the Indian Constituency and by the laws of the State government of Andhra Pradesh and Telangana.

5. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

6. Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

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

COMPANY:

Consultant / Recipient:

By: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Name:

Sign: \_\_\_\_\_

Sign: