

## **Project, Data & LMS Non-Disclosure Agreement**

Effective this date \_\_\_\_\_<DD/MM/YYYY> ( \_\_\_\_\_<Date>\_\_\_\_\_<Month> Two Thousand Twenty Three) this Non-Disclosure Agreement ("Agreement") between the **INNODATATICS INC.** (Employer) and each undersigned individual person listed below (hereinafter each is a "Intern") shall govern the disclosure and furnishing by the Employer to each Intern of certain information which in the opinion of the Employer is of confidential and proprietary nature (hereinafter "Proprietary Information") and the use of such "Proprietary Information by each Intern.

Proprietary Information is either owned by the Employer or is owned by a third party and is in the Employer's possession pursuant to an agreement of confidentiality. All information including all Proprietary Information provided by the Employer the Intern under this Agreement is provided "as is." The Employer does not make any warranties, express, implied, statutory or otherwise, regarding the accuracy, completeness, functionality, non-infringement, its fitness for a particular purpose.

The Proprietary Information will be used by each Intern only for the purpose of the project work & personal learning being assigned to each Intern by the Employer. The Intern, jointly and severally, agree and undertake to hold the Proprietary Information received from Employer as absolute secret and in the strictest confidence and shall not at any time disclose or use or permit any of the Proprietary Information to be disclosed or used such Proprietary Information for any purpose other than strictly for the Purpose. Each Intern agrees that they will receive the Proprietary Information subject to the following conditions:

1. Each Intern will not disclose the Proprietary Information to anyone except persons who have signed a non-disclosure agreement incorporating these terms.
2. Each Intern will not copy the Proprietary Information without permission and will return to the Employer any portion of the Proprietary Information at any time upon request by the Employer.
  - a. The obligations stated herein shall be binding upon each Intern until six months after leaving the organization
  - b. The Proprietary Information ceases to be confidential.
3. Each Intern shall have no obligations hereunder for Proprietary Information which:
  - a. At the time of disclosure in the public domain;
  - b. At the time of disclosure known to the Intern without an agreement to treat confidential;
  - c. Came into its possession from a third party having a bonafide right to make such information available without restriction; or
  - d. Is required to be released by the Intern as a result of order of judicial or administrative body, or, in the opinion of each Intern's counsel, is required by law to disclose.

However, the Interns shall inform the Employer immediately on receipt of notice seeking the disclosure of the Proprietary Information in order to provide the Employer sufficient time to limit the disclosure of such Proprietary Information. The Employer shall disclose the Proprietary Information only to the extent required under the applicable law.

4. The Intern shall at any time upon the request of the Employer for any reason, whatsoever, within two (2) days of such request, return to the Employer any and all records, notes, and other written, printed or other tangible materials in its possession pertaining to the Proprietary

**Innodatatics Inc.**

Information. The returning of materials shall not relieve the Receiving Party from complying with the terms and conditions of this Agreement.

5. Neither party may assign or transfer, in whole or in part, any of its rights, obligations or duties under this Agreement except in connection with a merger or other acquisition of the assets of the company.
6. During the term of this Agreement, the Intern shall without the written permission of the Employer neither solicit, directly or indirectly, any business or offer any products, services or take up any assignment with any third parties who are in the similar line of business as the Employer or are clients of the Employer.
7. Employer of Innodatatics Inc. will be the sole beneficiary of any intellectual property rights generated or inspired from the organization. Each Intern acquires no intellectual property rights under this Agreement, except the limited right to use as set out explicitly above. This Agreement shall be governed by and construed in accordance with laws of India and the Courts of Hyderabad and shall have exclusive jurisdiction over all disputes arising out of this Agreement.
8. Each Intern hereby acknowledges that unauthorized disclosure or use of Confidential Information will cause immediate and irreparable harm to the Employer. Accordingly, the Employer shall have the right to seek and obtain preliminary and final injunctive relief to enforce this Agreement in case of any actual or threatened breach, in addition to other rights and remedies that may be available to Employer. The total liability (including costs if any) of the Receiving Party under this agreement for breach of any of the terms and conditions of this agreement shall not exceed Rs.1 lakh (Rupees one lakh only) and on payment of such an amount to the Disclosing Party, the Receiving Party shall be relieved of all the liabilities under this agreement.
9. Each Intern hereby acknowledges that the videos on Innodatatics Inc. e-learning, will not be downloaded in any form using any mechanism. If Intern is found to be guilty then, accordingly, the Employer shall have the right to disable the e-learning account & will take the legal route to penalize & prosecute the person who breached, abiding by the law of the land.

The above Terms & Conditions are accepted:

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

Residential Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Innodatatics Inc.**