

NON-DISCLOSURE AGREEMENT

This agreement is hereby made by and between:

SYNTEL Infotech

herein referred to as "**the Company**,"

and

Neil Andrei Reyes

herein referred to as "**the Employee**." (PRINT
FULL NAME)

This Agreement shall govern the conditions of disclosure by the Company to the Employee of certain "Confidential/Privileged/Classified Information" in the course of the Employee's engagement with the Company the employee will gain access to confidential data including but not limited to client information, corporate/private data, trade secrets and intellectual property.

With regard to the Confidential/Privileged/Classified Information, the Employee hereby agrees:

1. Not to use the information therein except for official reference purposes needed to carry out her function in the Company when required;
2. To safeguard the information against disclosure to others (including fellow employees who do not have authorization to access the said information or whose names are not in the information's access control list) with the same degree of care as exercised with the Employees' own personal sensitive information of a similar nature;
3. Not to disclose the information to others, without the expressed written/explicit permission of the present most senior authority in your department head, except that:
 - a. which the Company can demonstrate by written records was previously known;
 - b. which are now, or become in the future, public knowledge other than through acts or omissions of the Company;
4. That the Employee shall not directly or indirectly acquire any interest in, or design, create, manufacture, copy, share, sell or otherwise deal with any Company information or asset based upon or derived from the Company;
5. This NDA shall also include provisions on NON-DISCLOSURE ON SALARY and the Employee hereby agrees;
 - a. This Agreement shall govern the conditions of disclosure by the Company to the Employee of certain "Confidential Information" in the course of the Employee's engagement with the Company including but not limited to the Job Offer, Employment Contract which contains the Compensation Package – Basic salary and other remuneration (allowance, bonuses and other cash compensation) and benefits the employee is entitled to in the duration of his/her employment services;





- b. To safeguard the information against disclosure to others (including fellow employees who does not have authorization to access the said information on Salary and Benefits offered and being received by the Employee), with the same degree of care as exercised with its own information of a similar nature;
 - c. Not to disclose the information to others, without the expressed written/explicit permission of the present most senior authority in the Department, to mention is the Employee's Immediate Supervisor/Manager, Human Resources and Payroll Administrator;
 - d. That the secrecy obligations of the Employee with respect to his Compensation and Benefits-related information shall be in force and effective while he is engaged in the Company and shall continue for a period ending one (1) year from the date of his separation from the Company.
 - e. The Company will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement;
 - f. The Employee fully acknowledges that the Company reserves its rights in filing appropriate legal charges against him/her to the fullest extent of the law to protect its interests from any risks relative to any unauthorized disclosure, access, sharing password to access e-Pay slip, copying, or any actions analogous thereto which was caused by the Employee willfully or otherwise, regardless of motive;
 - g. Lastly, this document further stipulates that salary information is strictly confidential and in no event should be discussed with colleagues, peers, and other parties except those who are authorized to deal with queries in relation thereof, and that violation of this may incur a sanction of up to Termination when proven upon observance of due process.
6. That the secrecy obligations of the Employee with respect to company information shall be in force and effective while she is engaged in/with the Company and shall continue for a period ending three (3) years from the date of her separation from the Company;
7. The Company will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement;
8. Lastly, the Employee fully acknowledges that the Company reserves its rights in filing appropriate legal charges against him/her to the fullest extent of the law to protect its interests from any risks relative to any unauthorized/illegal access, sharing, copying of confidential company information including but not limited to client information, corporate/private data, trade secrets and intellectual property, that was caused by the Employee willfully or otherwise, regardless of motive.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the date stated herein.

By

SYNTEL INFOTECH

A handwritten signature in black ink, appearing to read "H. Sanchez", written over a horizontal line.

Hervie A. Sanchez
Head – HR and Admin

A handwritten signature in black ink, appearing to read "Neil Andrei Reyes", written over a horizontal line.

NEIL ANDREI REYES
(Signature Over Printed Name of **Employee**)

12/01/2021

(Date)

(Date)