

**EMPLOYEE ID:**

**ANNEXURE II**

**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement ("**Agreement**") is made on this the [13-07-2020 ] day of [Pyramid Consulting Inc Pvt Ltd ] between

**Wipro Limited**, a public limited Company incorporated under the Indian Companies Act, 1913, and existing under the Indian Companies Act, 1956, having its registered office at Doddakannelli, Sarjapur Road, Bangalore 560-035.

And

\_\_\_\_\_  
Dirisam Raja Sekhar [Name of the Contractor], S/o / D/o

\_\_\_\_\_  
D. Chittibabu,

Residing at \_\_\_\_\_  
D.no: 57-24-82, Thummadapalem, ITI Junction, Kancharapalem(post)

\_\_\_\_\_  
Visakapatnam-530008, Andhrapradesh, India

(Hereinafter referred to as "**Contractor**" which expression shall mean and include his/her representatives in interest, assurers and guarantors)

**WHEREAS:**

The contractor has expressed his/her desire to be trained with Wipro for a period of 13-07-2020 to 12-07-2021 \_\_\_\_\_ ("**Contact Period**");

Wipro has accepted the Contractor's application subject to the contract agreement adhering to and complying with certain covenants governing his or her movement within Wipro premises, conduct, and other tasks whatsoever which they may be allotted from time;

During the term of the contract, the contractor may have access to certain information which may be proprietary and/or of confidential nature ("**Confidential Information**", as more particularly described below).

**NOW THEREFORE** in consideration of the Agreement herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

- 1) For purposes of this Agreement, "**Confidential Information**" means, with respect to Wipro, any and all information in written, representational, electronic, verbal or other form that is disclosed to contractor by Wipro or which contractor becomes aware of in the course of the contact agreement,

including without limitation, information relating directly or indirectly to the present or potential business, operation or financial condition, pricing, legal cases pertaining Wipro, marketing plans or strategy, volumes, services rendered, customers' and suppliers' names or lists, any customer information, financial or technical or service matters or data of or relating to Wipro and any information identified as being proprietary and/or confidential and any information which might reasonably be presumed to be proprietary or confidential in nature, excluding any such information which (i) is known to the public (through no act or omission of contractor in violation of this Agreement); (ii) was known to contractor prior to its disclosure under this Agreement; or (iii) is required to be disclosed by governmental or judicial order, in which case contractor shall give Wipro prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable Wipro to seek a protective order or other appropriate remedy.

- 2) Nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Wipro on contractor any rights, license or authority in or to the Confidential Information.
- 3) Contractor agrees and undertakes that he/she shall not disclose or make available to any person (including parent organization) reproduce or transmit in any manner, or use (directly or indirectly) for his/her own benefit or the benefit of others, any Confidential Information, including without limitation, the use of the Confidential Information in any thesis or report required to be submitted by contractor under any course. Contractor undertakes that he/she will not, without prior written consent of Wipro, use any Confidential Information in any of her future projects or presentations for any person, including the parent organization, nor shall he/she use any of the Confidential Information in his/her resumes or any application for prospective employment.
- 4) Contractor shall use and/or protect the Confidential Information received by him/her with utmost degree of care and diligence.
- 5) Contractor agrees that upon (i) termination/expiry of contract period, or (ii) at any time during its currency, or (iii) on contractor ceasing to be in association contractor agreement with Wipro, contractor shall promptly deliver to Wipro the Confidential Information and copies thereof in his/her possession or under his/her direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by him/her or his/her subordinates based on the Confidential Information.
- 6) Contractor acknowledges that the Confidential Information coming to his/her knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of Wipro or its affiliated companies which could afford third parties certain competitive and strategic advantage. Contractor shall ensure that the use of such Confidential Information shall not jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of Wipro.
- 7) Contractor acknowledges the quantum of damages and/or losses that Wipro may suffer as a result of the breach of this Agreement by the Contractor and therefore, agrees to indemnify and keep indemnified Wipro against all loss or damage, which Wipro may suffer as a result of any such breach.
- 8) Contractor hereby acknowledges and agrees that in the event of a breach or threatened breach by the contractor of the provisions of this Agreement, Wipro shall without prejudice to any of its rights under this Agreement or in law have the right to claim damages and shall also be entitled to injunctive relief against such breach or threatened breach by the contractor.
- 9) No failure or delay by Wipro in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

- 10) This Agreement will be governed exclusively by the laws of India and, jurisdiction shall be vested exclusively in the courts at Bangalore. This Agreement shall not be amended, assigned or transferred by either party without obtaining the written consent of Wipro.
- 11) The obligations of confidentiality shall survive the expiry or termination of the agreement. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
- 12) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date and year written above.

**Wipro Limited**

Name:

Designation: Authorized Signatory

**Contractor**



Name: Dirisam Raja Sekhar