

**Appendix A : Non-disclosure and intellectual property assignment agreement with Pyramid IT Consulting Pvt Ltd Limited**

I, [ **Dirisam Rajasekhar** ], son/ daughter of [ **Dirisam Chittibabu** ] of Pyramid IT Consulting Pvt Ltd, D-26, Sector 63, NOIDA-201301, Uttar Pradesh residing at [ **S/o Dirisam Chittibabu 57-24-82, thummadapalem, Iti Junction , Kancharapalem, Viskhapatman, (Urban) andhra Pradesh-530008** ] agrees as follows:

Whereas, during the course of your employment and service with Pyramid IT Consulting Pvt Ltd you will be providing certain services for Pyramid IT Consulting Pvt Ltd Limited ('Customer') or it's Clients as per the services agreement entered into between your Employer and Customer ('Services'), and you hereby agree that you may during your involvement in the Services come in contact with the Confidential Information (as defined below) of Customer, or its clients, Staffing Agency's or vendors ('Information').

**1. You agree:**

- a) to hold the Information in complete confidence and, unless you have Customer's prior written consent, not disclose it, in whole or in part, to any person other than those directly concerned with the Services and whose knowledge of such Information is essential for such purposes;
- b) not to use the Information for any purpose other than to enable you to perform the Services unless you have Customer's prior written consent;
- c) to return to Customer upon demand any and all Information, written documents (or copies thereof) equipment, computer software or other materials entrusted to you in the course of the performance of the Services and not to distribute in whole or in part any such documents, materials or other items without Customer's prior written consent; and
- d) to comply with all procedures and policies specified by Customer from time to time including but not limited to Physical Security, Data Security or Information Security.

2. No announcement or disclosure of the Services performed by you is permitted without the prior written consent of Customer.

3. The confidentiality obligations in this Agreement shall be binding on you for so long as the Information retains commercial value which may be even after you cease performing the Services. The intellectual property related clauses given below shall last for the duration of any related Intellectual Property Rights.

4. You agree that during the Services being provided by you, you might develop or be involved in certain processes, software, products, services or any other materials for Customer or Customer's clients. You agree that all rights including any Intellectual Property rights in any material developed or used by you during your provision of Services to Customer shall be the property of Customer, you hereby irrevocably and unconditionally assign all rights including ownership rights or Intellectual Property rights in such materials to Customer or such other party as may be specified by Customer. You agree that you will assist Customer or any other party assigned by Customer in documenting or filing for any registrations in order to protect Customer's rights in such Intellectual Property Rights.

5. You hereby agree that any breach by you of the obligations specified herein, will lead to severe losses for Customer or its clients and hence you agree that Customer or another party specified by Customer may take legal action against you in the event of such breach, such legal action may include but not be limited to injunctive or equitable remedies or actions for specific performance in the relevant court of law.

6. You agree that this agreement shall be governed by Indian law and consent to the jurisdiction of the federal and state courts of Delhi, India.

CONTRACTOR NAME: **Dirisam Rajasekhar**

Signed:.....

Place: **Visakhapatnam**

Date: **12/07/2020**

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IT Staffing | Project Solutions | Business Process Solutions | Document Management Solutions | Workflow Management Systems

**Pyramid IT Consulting Pvt. Ltd.**

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