

## CONFIDENTIALITY AGREEMENT

This AGREEMENT made on this day: \_\_\_\_\_

### BY and BETWEEN:

- i) **WIMERA SYSTEMS PRIVATE LIMITED** a company incorporated under the Indian Companies Act 2013, having their Registered Office at # 175, Sanjeevini Building, Sector-6, HSR Layout, Bangalore-560102, India, which expression unless repugnant to the context, shall include their successors and assigns, represented by their Director Mr. Nagarajan.N, hereinafter referred to as the 'EMPLOYER' of the one part,

AND

- ii). **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

hereinafter referred to as the 'INTERN' of the other part.

### SCOPE OF THE AGREEMENT

Unless the context otherwise specifically stipulates, the following shall form the scope of the agreement, namely:

- I. Intellectual Property Rights
- II. Confidential Information
- III. Copyright
- IV. Inventions
- V. Invention Rights
- VI. Confidentiality, Integrity and Availability of Company's Information and Assets

Whereby it is agreed as follows:

**I** 'INTELLECTUAL PROPERTY' means any patent, copyright, industrial design, trade name, trade mark, service mark, or other intellectual property rights (whether registered or not) including without limitation, know-how and confidential information in respect of the Software and any applications for any of the foregoing.

**II** (i) 'Confidential Information' shall mean:

- (a) Clients/Partners/Business Associates, either during the tenure of the said Agreement That information disclosed by the EMPLOYER, or obtained by the INTERN, during the terms of the said this Agreement in connection with the Employer's business or any of its Clients/Partners/Business Associates past, present and future, research and development. It shall also mean all items prepared for the business activities of the EMPLOYER or submitted to the Employer's Clients/Partners/Business Associates by the EMPLOYER and work performed, past, present and future, including drafts and associated materials and any other information obtained pertaining to the requirements of the EMPLOYER or the EMPLOYER's or subsequently.
- (b) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospective customers names and requirements, intern, customer, supplier and distributor data and other materials or information relating to the businesses, activities and the manner of conducting the businesses, of the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates.
- (c) Computer software, whether now or hereafter existing, developed for the use of any operating system or machine, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived there-from.
- (d) Source and object code, flowcharts, algorithms, coding sheets, routines, subroutines, compilers, assemblers, design concepts and related documents and manuals.
- (e) Discoveries, concepts, and idea including, without limitations, the nature and results or research and development activities, processes, formulas, inventions, (defined hereinafter in section IV) computer-related equipment or technology, techniques, 'know-how', designs, drawings and specifications.

- (f) All other materials or information related to the business or activities of the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates, which are generally not known to others engaged in similar businesses or activities.
- (g) All ideas which are derived from or related to the INTERN's access to or knowledge of any of the above enumerated materials and information.
- (h) All information about or belonging to the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates.
- (i) The absence of any marking or statement that the particular information is Confidential Information shall not affect its status as Confidential Information.
- (j) All records, drawings, technical data, information developed by the INTERN including such documents, floppies, CDs, tapes, ROMs etc., and copies not belonging to the INTERN shall be returned to the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates.
- (ii) (a) During his internship by the Employer (hereinafter "Intern") may receive, develop, create or otherwise acquire Confidential Information and all such Confidential Information shall be held confidential by the Intern and the Intern shall not directly or indirectly reveal, report, publish or disclose such Confidential Information to any person, firm or any corporation nor shall the Intern assist any other person to do so without the prior written consent of the Employer. Further, the Intern shall not use or assist any person to use such Confidential Information except for the benefit of the Employer and in the course of his internship with the Employer. However, the foregoing will not apply in a situation where Intern is required to disclose any Confidential Information under any applicable law or court order. In such a case, the Intern shall promptly notify the Employer prior to such disclosure so that the Employer may seek and obtain a protective order or other means of preserving the confidentiality of the Confidential Information. The Intern recognizes that all Confidential Information is important and unique and that it materially affects the Employer's good will and its successful conduct of business.
- (b) Intern shall not, except as the Intern's duties for Employer may require, remove or assist any other person to remove from the property of the Employer any documents, files, notebooks, sketches, records, correspondence relating to Confidential Information or Invention or make any copies thereof.
- (c) The Intern shall not make any copies of Confidential Information. If copies are necessary, the INTERN shall seek the explicit approval from the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates.
- (d) The INTERN shall return to the EMPLOYER and/or EMPLOYER's Clients/ Partners/Business Associates or nominees, all written or descriptive matters, documents, tapes or other media which contain any Confidential Information upon completion or termination of the said Agreement or further demand by the Employer.
- (e) In case of any breach by the breach by the Intern of any of the confidentiality obligations under this Agreement, the Employer shall have the following rights and remedies each of which rights and remedies shall be independent of each other and severally enforceable and all of its rights and remedies shall be in addition to and not in lieu of any other right or remedy available to Employer under law or in equity.
  - (i) To have the restrictive covenants specifically enforced in a court of competent jurisdiction without having to prove actual damage. It is acknowledged and agreed that such breach will cause irreparable injury and harm to the Employer and monetary damages will not provide an adequate remedy to the Employer.
  - (ii) The Intern is liable to pay such an amount as may be decided by a Committee of Directors constituted for this purpose who will take into consideration the extent nature and quantum of damages by arriving at the cost of such damages. The Intern has specifically agreed not to question the reasonableness or otherwise of the amount as mentioned above in this clause.
  - (iii) Right to terminate the services of the Intern without any notice and notwithstanding anything contained in the appointment letter dated issued by the Employer to Intern.
- (f) INTERN shall bear the burden of proving that the information is not Confidential Information.

### III. Copyright

- (i) It shall be expressly understood by the INTERN that all of the items prepared for or submitted to the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates during the tenancy of the said this Agreement shall be deemed to be works made for hire and shall belong exclusively to the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates. To the extent that any of the deliverable items may not by operation of law, be works made for hire, the INTERN agrees to and hereby assigns to the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates the ownership of copyrights (including any separately transferable rights such as, but not limited to those of translation, modification and

- adaptation) and mask work, circuit layout or the like rights throughout the world without any consideration whatsoever which shall be treated as though works made for hire with respect to moral rights, if any.
- (ii) The INTERN agrees that the assignment shall be of the whole of the copyright, generally and without any limitations, and for the whole of the terms of the copyright, and that the size of the future work shall be limited only by the size of the deliverable items. The INTERN hereby agrees that the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates shall not be required to show the name of the INTERN as the author on copies of the deliverable items and any derivative work thereof when such copies are offered to or made available to the public, and shall not be required to preserve the identity of the deliverable items against changes, excisions or any other modifications which are deemed necessary in the light of the purpose of the manner of exploitation.
  - (iii) The EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates shall have the right to obtain and hold in its own name copyrights, and mask work, circuit layout or the like rights, registrations and similar protection which may be available in the deliverable items. The INTERN agrees to give the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates all assistance reasonably required perfecting such rights.
  - (iv) No license or right shall be granted to the INTERN either expressly or by implication, estoppels or otherwise to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, perform or otherwise exploit materials, either during or after the term of the said Agreement.

## **VI. Inventions**

**Invention:** The term Invention as used herein shall mean all patentable and non-patentable Inventions, discoveries and improvements, processes and know-how, new designs and the like discovered or created by the intern in the course of his internship with the Employer or discovered or created by the Intern as a result whether directly or indirectly or anything done by the Intern in pursuance of his duties under his internship and/or based whether directly or indirectly or any other items of the Confidential Information and shall also include ideas, concepts, techniques whether or not patentable or protectable or whether or not reduced to practice.

## **V. Invention Rights**

(i) The Intern covenants and agrees to the following:

- (a) Any Invention in whole or any part conceived, made, reduced to practice by the Intern either solely, or in conjunction with others during the term of his Internship which are made through the use of any Confidential Information or any of the Employer's equipment, facilities, supplies, trade secrets or time or which relates to the Employer's business or the Employer's actual or demonstrably anticipated research and development or which results from the work performed by the Intern for the Employer shall belong exclusively to the Employer and shall be deemed a part of the Confidential Information for the purposes of this Agreement, whether or not fixed in a tangible medium of expression.
- (b) The Intern hereby agrees to irrevocably assign and transfer to the Employer all rights, title and interests in and any such Inventions including but not limited to all related patents and all applications thereof filings with respect thereto without any remuneration whatsoever for the same whatsoever.
- (c) Intern shall keep and maintain adequate and current written records in the form of notes, sketches, drawings and or such other forms as may be specified by the Employer of all Inventions made by the Intern or with respect to all projects undertaken by the Intern whether or not resulting into any Inventions. All such records shall be available at all times to the Employer and shall remain the sole property of the Employer. This provision relating to record keeping shall apply mutatis mutandis to all matters concerning copy rights as well.
- (d) Intern will promptly and fully disclose in writing to the Employer any Inventions made, conceived whether reduced to practice or not, either solely or in conjunction with others during the term of his Internship by the Employer. If any application for any patent for any Invention is made by the Intern within Internship period, such an Invention shall be deemed to have been made or conceived by the Intern during the period of his/her internship with the Employer and Intern specifically agrees to assign all rights, title and interest in such Invention/s to Employer as per terms of this Agreement. This provision shall apply mutatis mutandis to all matters relating to copyrights as well.
- (e) Intern shall assist the Employer at the Employer's expense either during or subsequent to his internship by the Employer, to obtain and enforce for the benefit of the Employer any patents industrial designs in any country including India for any and all inventions made by the Intern and shall execute all applications, assignments, instruments and papers and perform all such acts which the Employer which may deem necessary or desirable to obtain any patents, in such Inventions and otherwise to protect the interests of the Employer therein. In the event, the Employer is unable to secure the Intern's signature on any document necessary to apply for, prosecute, obtain or enforce any patent, copyrights or other intellectual property protection relating to any Invention due to physical incapacity or any other cause, Intern hereby irrevocably designates and appoints the

Employer and each of its duly authorized officers as his agent and attorneys to act for and in his behalf to execute and file any such document and to do all other lawfully permitted acts in furtherance of the prosecution, issuance and enforcement of any patents, copyrights and/or other rights with the same force and effect as if executed and delivered by the Intern.

- (f) Intern shall, on the termination of the Internship in any manner surrender to the Employer all notes, data, sketches, drawings, manuals, documents, records, data bases, programs, blue prints, specifications, laboratory experimental data or results and all other physical forms of expression incorporating or containing any Confidential Information and shall not retain any copies thereof whatsoever.
- (g) Nothing contained in this Agreement shall be deemed to grant directly or by implication, estoppels, or otherwise, any license to intern under any patents or patent applications arising out of any other inventions or copy rights of either party for the purpose of this Agreement, 'patent' shall include any of utility model and design registrations.
- (h) Notwithstanding any other provisions of this Agreement, the INTERN shall have no right to use the trademark or trade name of the EMPLOYER, and/or the EMPLOYER's Clients/ Partners/Business Associates, or to refer to the said Agreement, or the services performed hereunder, directly or indirectly, in connection with any product, service, promotion or publication without any prior written approval of the EMPLOYER and/or the EMPLOYER's Clients/ Partners/Business Associates.

## **VI. Confidentiality, Integrity and Availability of Company's Information and Assets**

INTERN agree at all times during the term of internship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the EMPLOYER, or to disclose to any person, firm or corporation without written authorization of the EMPLOYER, any Confidential Information of the EMPLOYER. INTERN shall understand that "Confidential Information" means any EMPLOYER proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the EMPLOYER on whom INTERN called or with whom INTERN became acquainted during the term of internship), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to INTERN by the EMPLOYER either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. INTERN shall further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of INTERN or of others who were under confidentiality obligations as to the item or items involved.

INTERN agree that INTERN will not make any representation on the EMPLOYER in any manner that compromises the integrity of the EMPLOYER or embarrasses the EMPLOYER, its customers, or other interns nor do INTERN falsify or misrepresent information on internship application, timecards, expense reports, or other EMPLOYER records or documents and not take any unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

INTERN agrees to protect the Company's assets from theft, carelessness, and waste that will have a direct impact on EMPLOYER financial performance. INTERN will only use the EMPLOYER assets and services for legitimate business purposes of the EMPLOYER and not for any personal benefit or the personal benefit of anyone else. INTERN agree that INTERN will not make any unauthorized possession or removal of EMPLOYER property or the property of co-workers, customers, suppliers, or visitors, deliberately damage or deface either EMPLOYER or another person's property, violate the EMPLOYER's proprietary information by disclosing any confidential or proprietary EMPLOYER information to competitors, unauthorized organizations or individuals.

In witness whereof, the parties to this agreement have signed and executed this Agreement on the date first aforesaid stated.

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EMPLOYER: NAGARAJAN.N

\_\_\_\_\_  
INTERN

**Disclaimer: We shall collect and retain the personal Information and copies of your Aadhaar, PAN, Passport, Educational certificates, Previous Employment details, Bank Account Details etc., only for our business purposes including background verification and furnishing to authorities in case if required. We shall not disclose this information to anyone else nor use it for any other purposes.**