



## **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement is between iPRIMED Education Solutions Pvt. Ltd and \_\_\_\_\_  
("Employee/Consultant/Vendor").

### **AGREEMENT**

iPRIMED Education Solutions Pvt. Ltd is a nationwide education provider in Information Technology. In this regard, iPRIMED Education Solutions Pvt. Ltd. has developed a methodology to impart learning for iPRIMED Education Solutions Pvt Ltd and its upcoming centers.

In consideration of this Agreement and of iPRIMED Education Solutions Pvt. Ltd's promise of new or continued employment or service, and the covenants and conditions contained herein, and other valuable and sufficient consideration, the adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Exclusive Copyright. Any and all inventions, discoveries, developments and innovations conceived by the Employee/Consultant/Vendor during this engagement relative to the duties under this Agreement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to a wholly-owned subsidiary of the Company.
2. Covenant of Confidentiality and Non-Disclosure
  - a. In order for Employee/Consultant/Vendor to provide, or to continue to provide, services to iPRIMED Education Solutions Pvt. Ltd., iPRIMED Education Solutions Pvt. Ltd. has provided and/or is required to provide Employee/Consultant/Vendor with certain trade secrets and proprietary information of iPRIMED Education Solutions Pvt. Ltd. ("Proprietary Information").
  - b. As used in this Agreement, the term Proprietary Information is defined to include:
    - i. All software, computer programs, source code, object code, system documentation, user documentation, system designs, program materials, screen displays, manuals, operation processes, equipment design, product specifications, written materials, documentation, data and information regarding products or services, whether finished, underdevelopment or being tested, whether any or all of the foregoing are intangible, magnetic, digital or other form;
    - ii. Concepts, methods, techniques, formats, patterns, compilations, programs, devices, designs, technology, equipment, formulas, processes, packaging, testing, information, data, systems, operations, ideas, research, improvements, inventions, discoveries and know-how;

- iii. Information relating to iPRIMED Education Solutions Pvt. Ltd.'s customers, accounts, suppliers, distributors, marketing activities or plans, business plans, distribution, pricing, financial matters, financial statements, or any information revealed to iPRIMED Education Solutions Pvt. Ltd. by third parties under any confidentiality agreement, understanding or duty; and
  - iv. Information generally regarded as confidential in the industry or business in which iPRIMED Education Solutions Pvt. Ltd is engaged, which are or shall be owned, developed, used by, related to or arise from iPRIMED Education Solutions Pvt. Ltd., its businesses, activities, investigations, work of its employees or agents, utilization of equipment, supplies, facilities or information, now or in the future, whether or not published, patented, copyrighted, registered or suitable therefore.
  - c. Employee/Consultant/Vendor acknowledges that iPRIMED Education Solutions Pvt. Ltd.'s Proprietary Information is valuable, special and unique to its business; that it is not widely known; and that iPRIMED Education Solutions Pvt. Ltd.'s business depends on such Proprietary Information.
  - d. Employee/Consultant/Vendor acknowledges that iPRIMED Education Solutions Pvt. Ltd. has taken, and continues to take, reasonable and necessary steps to protect its Proprietary Information and keep it confidential, including requiring him/her to sign this Agreement.
  - e. Based on the foregoing, Employee/Consultant/Vendor agrees as follows:
    - i. All rights to Proprietary Information are and shall remain the sole property of and in control of iPRIMED Education Solutions Pvt. Ltd.;
    - ii. Except as required by applicable law or as authorized in writing by iPRIMED Education Solutions Pvt. Ltd.'s Board of Directors, he/she will keep iPRIMED Education Solutions Pvt. Ltd.'s Proprietary Information confidential;
    - iii. Except as required by applicable law or as authorized in writing by iPRIMED Education Solutions Pvt. Ltd.'s Board of Directors, he/she will not, at any time:
      - a) reproduce or copy;
      - b) disclose or transfer;
      - c) aid encourage or allow any other person, business or entity to gain possession or access to;
      - d) use, sell, or exploit; or
      - e) encourage or allow any other person, business or entity to use, sell or exploit, any of iPRIMED Education Solutions Pvt. Ltd.'s Proprietary Information;
    - iv. He/she will not or disclose any information received by iPRIMED Education Solutions Pvt. Ltd. from a third party for the period required by any confidentiality agreement, understanding or duty between iPRIMED Education Solutions Pvt. Ltd. and the relevant third party; and
    - v. He/she will notify future employers and customers of the terms of this provision and his/her responsibilities hereunder.
3. Injunctive Relief. Employee/Consultant/Vendor agrees that irreparable harm shall be presumed in the event of any breach of this Agreement, and further agrees that in connection with any such breach, damages would be difficult if not impossible to ascertain, and the faithful observance of all terms of this Agreement is an essential condition to employment or service with iPRIMED Education Solutions Pvt. Ltd.

Furthermore, Employee/Consultant/Vendor agrees that this Agreement is intended to protect the proprietary rights of iPRIMED Education Solutions Pvt. Ltd. in important ways, and the threat of any misuse of the technology of iPRIMED Education Solutions Pvt. Ltd. would be extremely harmful because of the importance of that technology. In light of these considerations, Employee/Consultant/Vendor agrees that any court of competent jurisdiction may immediately enjoin any breach of this agreement, upon the request of iPRIMED Education Solutions Pvt. Ltd., and Employee/Consultant/Vendor specifically releases iPRIMED Education Solutions Pvt. Ltd. from the requirement of posting any bond in connection with temporary or interlocutory injunctive relief, to the extent permitted by law.

4. Modification of Agreement by Court. Employee/Consultant/Vendor agrees that if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of the Agreement are declared to be severable. Employee/Consultant/Vendor further agrees that if any court or tribunal refuses to enforce the restrictive covenants contained herein, neither this Agreement nor any part thereof, shall be void, and that the particular restriction deemed to be unreasonable or unenforceable shall be reduced or otherwise modified by such court or tribunal, but only to the extent necessary to permit its enforcement and only in such court's jurisdiction. Employee/Consultant/Vendor further agrees that if any provision cannot be reduced or modified to make it reasonable and/or permit its enforcement, that provision shall then be severed from this Agreement and the remaining provisions shall be interpreted in such a way as to give maximum validity and enforceability to this Agreement.
5. Modification of Agreement by Parties. Employee/Consultant/Vendor agrees that this Agreement may not be changed, modified, released, discharged, abandoned, or otherwise terminated, in whole or in part, except by an instrument in writing, by both parties.
6. Term of Agreement. Employee/Consultant/Vendor acknowledges that the terms of this Agreement shall survive termination of his/her employment.
7. Non-Waiver. Employee/Consultant/Vendor agrees that the failure of iPRIMED Education Solutions Pvt. Ltd. to take an action under this Agreement or the waiver of a breach of this Agreement shall not affect iPRIMED Education Solutions Pvt. Ltd.'s rights to require performance hereunder or constitute a waiver of any subsequent breach.
8. Governing Law. Employee/Consultant/Vendor and iPRIMED Education Solutions Pvt. Ltd. agrees that any disputes or controversies of any kind relating in any way to this Agreement, whether sounding in tort, contract or otherwise, shall be construed in accordance with the laws of the Karnataka State.
9. Forum Selection. Employee/Consultant/Vendor agrees that any judicial proceeding related in any way to this Agreement, shall be brought exclusively in the state or Karnataka courts.
10. Consent to Jurisdiction. Employee/Consultant/Vendor and iPRIMED Education Solutions Pvt. Ltd. Hereby consent to the jurisdiction of the state or Karnataka courts and waive any rights to contest the power of the courts of the State of Karnataka to exercise personal jurisdiction over them.

11. Existing Employment Agreements. Employee/Consultant/Vendor acknowledges that the terms of any existing employment agreements remain in full force and effect to the extent they do not conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.


12. Headings. The paragraph headings in this Agreement are for purposes of convenience only and shall not limit or otherwise affect any of the terms hereof.

13. Attorneys' Fees and Costs. iPRIMED Education Solutions Pvt. Ltd. and Employee/Consultant/Vendor agree that in the event of a dispute arising under or related in any way to this Agreement, the non-prevailing party shall pay all costs and expenses, including reasonable attorneys' fees, that may arise or accrue from enforcing this Agreement, obtaining an interpretation of any provision of this Agreement, or in pursuing any remedy provided by applicable law whether such remedy is pursued or interpretation is sought by mediation, arbitration, the filing of a lawsuit, an appeal, and/or otherwise.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

**iPRIMED Education Solutions Pvt. Ltd.**

By: suriya stephen 

Its: \_\_\_\_\_