



# **Non-Disclosure Agreement**

**Coforge**

### **Undertaking on conflict of interest and secrecy**

Name : \_\_\_\_\_Yogesh\_\_\_\_\_

Emp. No. : \_\_\_\_\_

### **UNDERTAKING**

Whereas, I am about to enter in the employment of Coforge Limited a Company incorporated under the Companies Act, 1956, and having its Registered Office at Coforge Limited Ltd., 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi-110019 or any of its subsidiaries (hereinafter called Coforge) and whereas in such employment I will or may become informed as to many of its procedural and technical needs, problems, processes, methods, techniques, developments and projects, as well as activities directed thereto.

NOW, THEREFORE, in consideration of the premise and if the said employment being given or continued and the compensation therein:

### **PATENTS COPYRIGHTS AND INTELLECTUAL PROPERTY**

- 1) I hereby agree, for myself, my heirs and representatives, to assign, transfer and set over, and I do hereby assign, transfer and set over to Coforge, its successors and assigns, all my rights, title and interest in and to any and all creating which are it may become legally protectable or recognized as forms of Intellectual property including all designs, ideas, inventions, improvements, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, scientific and mathematical models, prints and any other subject matter which is or may become legally protectable or recognized as a form of property which I, either solely or jointly with others, have conceived, made or suggested, or may hereafter conceive, make or suggest, during my employment by or its successors and the six months period next following the termination of such employment, and which in any way relate directly or indirectly to its business, procedural, technical or commercial needs, problems, developments or project or to its production research or experimental developments and projects of every name and nature under consideration and/ or being carried on by or for Coforge prior to termination of my employment. I shall have no rights including moral rights on the creating performed by me nor shall have any right to call myself as the author or inventor of any of these creations.
- 2) I further agree to execute, acknowledge, make and deliver to or Coforge's attorneys without any or additional compensation but without expense to me, any and all instruments, including Indian, United States and foreign patent applications, applications for securing, protecting or registering any property rights embraced within this Undertaking, powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements, and to do any and all lawful acts which in the judgement of or its attorneys may be needful or desirable to vest in or secure for or maintain for the benefit of Coforge adequate patent and other property rights in India, the United States and all foreign countries with respect to any and all such designs ideas, inventions, improvements, and other creations embraced within this Undertaking, whether published or unpublished, and whether or not the subject of statutory industrial property or copyright protection.

#### **Coforge Limited**

(Erstwhile known as NIIT Technologies Limited)

Special Economic Zone, Plot No. TZ-2 & 2A, Sector - Tech Zone, Greater Noida (UP) - 201308, India.

Tel.: +91 120 4592 300, Fax: +91 120 4592 301 [www.coforgetech.com](http://www.coforgetech.com)

Registered Office : 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi - 110 019, India.

Tel.: +91 11 41029 297, Fax: +91 11 2641 4900 CIN:L72100DL1992PLC048753

- 3) I further agree in connection with paragraph (i) hereof to disclose promptly to Coforge or its attorneys, any and all such ideas, designs, inventions, improvements and other creations when conceived or made by me.
- 4) I further agree not to make any unauthorized use or disclosure during or subsequent to my employment of any knowledge or information of an unpublished confidential or proprietary nature respecting Coforge and Coforge's customers and/ or their service providers or their inventions, designs, methods, systems, improvements, trade secrets or other private or confidential matter of Coforge and its customers, generated or acquired by me during the course of my employment.
- 5) I further agree not to disclose to any one any information pertaining to the customer which has been shared with me by the customer or Coforge whether intimated by the customer as a confidential information or not. And shall treat the same with the same degree of care and confidentiality as in my personal case and in the case of Coforge.
- 6) I further agree to treat all relevant information pertaining to Coforge and the customers and or the service providers as confidential information even if it is not explicitly marked as confidential or trade secret.
- 7) I further agree not to disclose confidential or other relevant information to other employees of the customer unless they are intended to receive this information on a need-to-know basis.
- 8) I further agree to abide by the relevant data protection and privacy laws as applicable in the respective countries in which the customers are situated in connection with the services rendered to the customers from time to time.
- 9) I further agree not to undertake any actions to get access to any information of the customer which is not intended for my knowledge.
- 10) I further agree not to bring external or unauthorized software or programs into the IT systems of Coforge or of Coforge's customers and I will follow all relevant security procedures to avoid bringing viruses or malware or any other pest into Coforge's customers or IT systems.
- 11) I further agree to sign any other undertakings as to the protection of confidential information of COFORGE and its customers including the ultimate customers of Coforge's customers as may be required from time to time.

### **THIRD PARTY RIGHTS**

- 12) The customers of Coforge and Coforge shall not be liable for any damages claimed by any, third party based on any software or systems supplied or used by me in violation of any third party rights and in such an event, I shall be solely responsible for the loss to the customer and Coforge.

### **COMPETITIVE ACTIVITIES**

- 13) As an independent covenant, I further agree to refrain during my employment with Coforge, from becoming interested in any way in the business of manufacturing, designing, programming, servicing, repairing, selling, leasing or renting of any new or used machines, articles, parts, supplies, accessories or services competitive with those dealt with by Coforge.
- 14) I agree not to join for two year after my termination of the services, any customer or client of Coforge with whom I had interacted or for whom I had developed software or interacted in any capacity during my service with Coforge without the prior written approval of Coforge. "Customer" shall include the ultimate customer also. This undertaking shall be enforceable by an injunction order by following/ adopting the due process of law."

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**GENERAL**

- 15) I know and I agree that non-compliance with the above regulations may have severe consequences for me according to the labour laws of the respective countries.
- 16) The unenforceability or nullity of any of the foregoing provisions shall not render any other provision unenforceable or null and void.
- 17) It is understood that the term "Coforge" wherein used in this Undertaking shall include all its subsidiaries, joint ventures and group companies, whether situated in India or abroad.
- 18) In case of any violation of any clause under this Undertaking, COFORGE shall be entitled to take suitable action as per the terms of employment and the applicable service rules and any other legal actions as deemed fit. The courts of Delhi shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Agreement and for these purposes, each party irrevocably submits to the jurisdiction of the courts of Delhi.
- 19) I confirm that I have been informed about the information Security Policy and Procedures of Coforge, its availability on the Coforge intranet and any changes from time to time and I undertake to keep myself aware of the requirements of such policy and procedures and will comply with the same.

**IN WITNESS WHEREOF, I have hereunto set my hand**

At Greater Noida\_\_\_\_\_ This 04\_\_\_\_\_ day of October\_\_\_\_\_ 2023\_\_\_\_\_.

Signature:

*Yogesh*  
04-oct-2023

Emp code:

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**Disclaimer:-** "I hereby declare that I have gone through all the terms and conditions mentioned in NDA and I accept the same."

Yogesh  
04-oct-2023

**Place:** Greater Noida

**DATE:** 04/10/2023

**SIGNATURE/THUMB IMPRESSION OF EMPLOYEE**

Employee Name \_\_Yogesh\_\_

**Version Control**

Version No.	Prepared By	Reviewed By	Approved By	Revision Date	Remarks
1.0	Sandeep Virdi	Shivprasad Dwivedi	Shivprasad Dwivedi	5 <sup>th</sup> May 2022	Added Version History
1.1	Nehaa Ssingh	Sandeep Virdi	Vikas Gugnani	05 <sup>th</sup> January 2023	New format and Logo Added

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## About Coforge

Coforge is a global digital services and solutions provider, that enables its clients to transform at the intersect of domain expertise and emerging technologies to achieve real-world business impact. A focus on very select industries, a detailed understanding of the underlying processes of those industries and partnerships with leading platforms provides us a distinct perspective. Coforge leads with its product engineering approach and leverages Cloud, Data, Integration and Automation technologies to transform client businesses into intelligent, high growth enterprises. Coforge's proprietary platforms power critical business processes across its core verticals. The firm has a presence in 21 countries with 25 delivery centers across nine countries.

Learn more: [www.coforge.com](http://www.coforge.com)

For more information, contact [information@coforge.com](mailto:information@coforge.com)

# Coforge