**NON-DISCLOSURE AND INVENTION ASSIGNMENT AGREEMENT**

This Non-Disclosure and Invention Assignment Agreement (“**NDA**”) is made and executed at Pune on this 24th day of August in the year 2020 (“Effective date”).

**BETWEEN**

**Sarvatra Technologies Private Limited**, a company incorporated under the provisions of Companies Act, 1956 and having it’s registered office at Siddh Icon, Survey No. 1/1, 3rd floor, Baner Road, Baner,, Pune, Maharashtra 411045 (hereinafter referred to as the “**Sarvatra**”, which expression shall unless the context otherwise require, mean and include its group and holding companies, subsidiaries, affiliates and assigns).

**AND**

Aamir Miyajiwala, residing at (801 DELTA EMPRESS,SOPAN BAUG,PUNE-411001) from PICT College, Pune (hereinafter referred to as the “**Trainee**”).

Sarvatra and the Trainee are individually referred to as a “**Party**” and collectively as “**Parties**”.

**PURPOSE:**

1. The Trainee is working with Sarvatra on Data Science project since 17th August 2020 pursuant to an Internship Letter dated 24th August 2020 (“**Engagement**”).
2. The Parties anticipate that in the course the Engagement, Sarvatra may share and the Trainee may be privy, to a lot of proprietary, sensitive and confidential information pertaining to Sarvatra, its products and services, which information is valuable and not generally known to the public or the competitors of Sarvatra.
3. The Trainee undertakes to maintain strict confidentiality regarding such Confidential Information and undertakes to abide by other terms and conditions as recorded in this Agreement.

NOW, THEREFORE, the Trainee and Sarvatra agree as follows:

1. **Confidential Information:**

For the purpose of this NDA, “Confidential Information” shall mean any and all information shared by Sarvatra whether or not identified as confidential and shall include but not be limited to all information including technical, business, financial and marketing information, data, know-how, ideas, concepts, strategies, trade secrets, product or services, results, drawings, photographs, memoranda, notes, records, papers, programs, operational documents, manuals, software, hardware, and methods or other documents or writings or any other recorded, stored, keyed, punched or recallable data, in whatever form, prototype, client or vendor names and contact details, projects, future business plans disclosed by Sarvatra whether orally or as embodied in tangible materials.

1. **Obligations of the Trainee:**

During the Engagement of the Trainee as well as at all times thereafter, the Trainee:

1. Shall preserve as strictly confidential all Confidential Information that has been or may be received by him/her or which he/she may have access to by reason of his/her engagement with Sarvatra.
2. Shall protect the Confidential Information by using the same degree of care to prevent unauthorized use, dissemination, or publication of the Confidential Information as the Trainee would use to protect his/her own confidential information of a like nature, but no less than a reasonable degree of care.
3. Shall use the Confidential Information solely for the purposes specifically entrusted to him/her as a Trainee of Sarvatra.
4. Shall not at any time disclose the Confidential Information or any part thereof to any other person, firm, corporation or third party except upon an express written permission from Sarvatra in the performance of his research/project and further only to the extent as he/she may be authorized or directed in writing.
5. Shall not take, retain, or copy any part of the Confidential Information incorporated in drawings, photographs, memoranda, notes, records, papers, documents, programs, operational documents, manuals and methods or other documents or writings or any other recorded, stored, keyed, punched or recallable data, in whatever form.
6. Make otherwise than for the benefit of Sarvatra, any notes or memoranda relating to any matter within the scope of business of Sarvatra or concerning any of its dealings or affairs nor shall he/she either during the continuance of this NDA or afterwards use or permit to be used any such notes or memoranda otherwise than for the benefit of Sarvatra, the intention being that, all such notes or memoranda made by him/her shall be the property of Sarvatra and shall be left with Sarvatra for delivering to Sarvatra on the termination of his/her Engagement hereunder.
7. Shall not alter, reverse engineer, decompile, or copy any portion or version of the Confidential Information or attempt any of the foregoing, or aid, abet or permit to do so.
8. Shall notify Sarvatra in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Confidential Information, which may come to the Trainee’s attention.
9. **Return of Confidential Information:**
10. The Trainee recognizes and agrees that Confidential Information is the sole and exclusive property of Sarvatra. He/she agrees that in the event of the termination of his/her Engagement, all Confidential Information (including copies, notes, etc) will be returned to Sarvatra within ten (10) working days from his/her last day of Engagement with Sarvatra and he/she will not retain or take with him/her, or in any way thereafter use any such Confidential Information. He/she shall not make any reproductions, disclosures or use of the Confidential Information thereof except for the purpose of and in accordance with this NDA.
11. The Trainee admits, and shall not contest, the right, title and interest of Sarvatra in and to the Confidential Information.
12. **Invention Assignment:**

Ownership, right, title, and interest in and to all inventions and/or works created hereunder, including all rights to obtain, register, perfect, and enforce patents, copyrights, and other intellectual property protection for such inventions and/or works shall be with the sponsoring Party (including Sarvatra). All the rights, title, ownership, interest in any new invention and/or work by the Trainee during any project/internship shall also belong to the sponsoring party.

However, in the event in the beginning of the project/internship, the Trainee identifies a particular idea as original project, in such a case, the intellectual property rights (IP) regarding such original project shall jointly belong to the Trainee, the sponsoring party and the college to which the Trainee belongs. The exact details and percentage of ownership of the IP of each of the three parties in the final product and/or service shall be specifically decided in writing between the parties, before the initiation of such project/internship.

For example: Where the Trainee is an intern working on an idea/product service belonging to the sponsoring party, the rights/ownership to such work/invention shall belong to the sponsoring party, even if the Trainee comes up with a new idea in the middle of the project/internship. If the sponsoring party is Sarvatra, then Sarvatra shall be entitled to the ownership of such IP.

In case the Trainee comes up with a new idea/original project, before initiating the project/internship, the Trainee shall be under an obligation to identify such original project. In such a case, the IP shall be joined owned by the Trainee, the sponsoring party and the college of the Trainee. The percentage as to the right of these parties shall be specifically agreed in writing between the parties before the start of the project/internship itself.

1. **Equitable Relief:**

The Trainee agrees that in case of any violation or any unauthorized disclosure or use of any Confidential Information or by any breach or threatened breach of this Agreement, Sarvatra will sustain irreparable damages. The Trainee understands that in such eventuality, damages alone would not constitute adequate relief for Sarvatra. Accordingly, in the event of breach or threatened breach of this NDA, Sarvatra shall be entitled to seek injunctive relief and/or other appropriate equitable relief.

1. **No License:**

Nothing in this Agreement is intended to grant any right to the Trainee in respect of the IP in Confidential Information, nor shall this Agreement grant the Trainee any rights in, to, upon or in respect of Confidential Information, except the limited right to use such Confidential Information under instructions from Sarvatra during the Engagement.

1. **Warranty:**

The Trainee understands and acknowledges that Sarvatra is not obligated to supply any Confidential Information under this NDA. Further, no representation or warranty is made or given about the accuracy, completeness, fitness for purpose of any Confidential Information or any other information supplied pursuant to this NDA.

1. **Indemnification:**

Trainee further agrees to indemnify and hold harmless Sarvatra against any claims faced, losses or any damages, and penalties suffered by Sarvatra in the event of any breach by the Trainee of any of the confidentiality or any other obligations under this NDA.

1. **Miscellaneous**:
2. This NDA shall not be modified or terminated in whole or in part, except by an instrument in writing signed by an authorized officer of Sarvatra and Trainee expressly referred in this NDA.
3. This NDA shall be construed and enforced in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Pune, India.
4. If one or more provisions of this NDA are held to be unenforceable under applicable law, such provisions shall be deemed to be excluded and replaced by legal provisions as may be applicable, but the validity and enforceability of the remainder of this NDA shall not be affected.
5. The failure or delay of Sarvatra to enforce at any time any provisions of this NDA shall not constitute a waiver of such right thereafter to enforce each and every provision of this NDA.
6. The confidentiality and other obligations under this NDA shall survive any termination of the Engagement.
7. **Entire Agreement:**

This NDA constitutes the sole and entire agreement between the Parties with respect to the Confidential Information and it supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms whether express or implied regarding the Confidential Information.

Both the Parties hereto have agreed to the terms mentioned herein above and have executed this NDA.

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| **Sarvatra** | **Trainee** |
| Signature: | Signature: |
| Name: Manju Jacob | Name: Aamir Miyajiwala |
| Designation: AVP – Human Resources | Designation: Trainee |