Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered into on this **1st May 2015**

**BETWEEN:**

NTT DATA Global Delivery Services Private Limited, a company incorporated and registered under Companies Act, 1956 and having its registered office at I-5, (LGF), Lajpat Nagar, Part – 1, New Delhi – 110024, (hereinafter referred to as “the Company”, which expression shall unless repugnant to the context or meaning thereof, include its successors-in-title and assigns), of the FIRST PART.

**AND:**

Mr. Jaydeep Bhatt, S/o Mr. Indravadan Bhatt, aged 50 years, residing at 39, Nirman Society, Alkapuri, Vadodara, herein after referred to as "Personnel”, (which expression shall unless it is repugnant to the context or meaning thereof, be deemed to mean and include his/ her legal heirs, executor, representatives, administrators, successors and assigns) of the OTHER PART.

**WHEREAS**, the Company has entered into Agreement with **Symmetric Consultancy Services** pursuant to which the Personnel will be providing training to the employees/ personnel of the Company; and

**WHEREAS**, pursuant to the above thePersonnel may be given access to or otherwise come into contact with certain proprietary and / or confidential information of the Company or clients of the Company; and

**WHEREAS**, the Company desires to prevent the dissemination or misuse of such information.

**NOW, THEREFORE**, in consideration of the receipt of such confidential information from the Company the parties have agreed to enter into the present Agreement to record their understanding in writing and have agreed to be bound by the terms and conditions laid down herein:

**NOW THIS AGREEMENT WITNESSETH AS UNDER**

1. This Agreement shall bind the parties, notwithstanding the date of signing or execution hereof and the Personnel shall be liable to the Company for any disclosure of confidential information.
2. Personnel agree to keep including without limitation all trade secrets and / or proprietary information pertaining to the Company and the business and other affairs in strict confidence.
3. The Personnel acknowledges that the confidential information is a valuable, special and unique asset, and is proprietary to the Company.
4. The parties mutually agree that the trade secret is any information, process or idea that is not generally known in the industry, that the Company considers confidential, and that gives the Company a competitive advantage. Trade secrets include without limitation:

* The Company and/ or its clients program listing, source code, database, and object code.
* All information relating to programs now existing or currently under development.
* Customer lists and records, and confidential information belonging to customers and/ or its clients.
* The Company’s financial data and personnel information.
* Ideas conceived during the work in process and documented but not implemented.

Personnel understands that the above lists are intended to be illustrative and that other trade secrets that will also be held confidential may currently exist or arises in the future. In the event that Personnel is not sure whether certain information is a trade secret. Personnel will treat that information as confidential unless the Company informs Personnel to the contrary.

1. Personnel undertakes to surrender to the Company upon termination/ removal of Personnel, all notes, records and documentation that was used created or controlled by Personnel or happened to come across or become known to him / her.
2. The Company may, at any time, request the Personnel to return any material and/ or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the execution of the Principal Agreement and may, in addition request the other party to furnish a written statement to the effect that, upon such return, the Personnel has not retained in his possession, or under its control, either directly or indirectly, any such material and/ or data in any form whatsoever.
3. If any legal action arises relating to this Agreement, the prevailing party shall be entitled to recover all costs, expenses and reasonable legal fees incurred in connection with the legal action.
4. This Agreement is considered by both parties to be a binding contract and shall remain in effect indefinitely.
5. In the event of non-compliance or breach of any terms of this Agreement by Personnel, the Company will be at liberty to invoke the provisions of this Agreement and to seek removal of the Personnel.
6. Breach of confidentiality obligations will cause irreparable injury to the Company/ its clients. Personnel agrees that any information disclosed by the Company/ its clients to Personnel shall be used by Personnel solely for the Company/ its clients respectively. Personnel agree not to disclose any information to any third party without the prior written consent from the Company.
7. In the event of breach of the obligations of this Agreement by Personnel, Personnel shall promptly be liable to indemnify the Company for all the costs, damages and prejudice caused to the Company by disclosure or loss of confidentiality of any part or whole of the Confidential Information by Personnel. This liability of Personnel shall not in any manner affect the rights of the Company from claiming damages from Personnel and other available remedies under law and equity.
8. Further, Personnel acknowledge that, in the event of any breach of this Agreement, the Company will not have an adequate remedy in money or damages. The Company, therefore, shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The Company’s right to obtain such relief shall not limit its right to obtain other remedies.
9. The obligations for Personnel as set forth in this Agreement shall not apply to any information which:

(A) Has become generally available in the public domain without breach of this Agreement;

(B) Personnel can establish by written documentation was in his possession prior to disclosure pursuant to this Agreement;

(C) Personnel has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the Company to maintain such information in confidence; or

(D) Personnel is compelled to release by law or in the course of litigation by a third party, provided that Personnel provide the Company with notice of such compulsion sufficiently in advance of disclosure so as to provide the Company a reasonable time period to seek a protective order.

(E) Is disclosed to a Third Party pursuant to the prior written authorization of the Company;

1. No rights are granted hereby except as expressly stated nor are any licenses under any patents or copyrights granted or to be implied by this Agreement. The Proprietary Information may not be copied except by express written permission of the Company.
2. There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither the Company nor its licensors make any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of Proprietary Information or any other information or data related thereto, or with respect to the use thereof by Recipient.
3. In no event shall the Company or its licensors be liable for any loss or damage arising out of or resulting from the Personnel’s use of proprietary information or any part thereof.
4. No change, modification, alteration or addition to any provision of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Company.
5. Each party represents and warrants that it has authority to enter into this Agreement and to do all things necessary to procure the fulfillment of its obligations in accordance with the terms of this Agreement.
6. The Agreement shall be construed in accordance with the laws of India. The parties agree to subject themselves to the jurisdiction of competent courts at Bangalore alone to try and adjudicate upon any matter concerning this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE APPENDED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR MENTIONED ABOVE INTOKEN OF HAVING ACCEPTED THE ABOVE TERMS AND CONDITIONS.

**Personnel Signature: Company Signature:**

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**Name**: Jaydeep Bhatt **Name**: **NTT DATA Global Delivery Services Private Limited**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_