



TRAINING PARTICIPANT NON-DISCLOSURE AGREEMENT

This TRAINING PARTICIPANT NON-DISCLOSURE AGREEMENT ("NDA"), dated as of Jan 24, 2022 ("Effective Date") is made by and between **REVATURE CONSULTANCY SERVICES PRIVATE LIMITED** ("Revature"), and CHIRRA NAGESH ("Participant"). Revature and Participant are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

WHEREAS Participant wishes to participate in training programs offered by Revature (collectively, the "Program"), in which Participant will have access to information that is confidential and proprietary to Revature; and

WHEREAS Revature would like to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of, its Confidential Information.

NOW THEREFORE, in consideration of the foregoing premise and mutual covenants hereinafter contained, the Parties hereby agree to be legally bound as follows:

1. **Confidential Information.** As used in this NDA, "Confidential Information" means any and all confidential or proprietary information relating to Revature's business or operations, which information may be written, oral, or maintained in electronic or any other form, whether or not such information is marked as "confidential," and shall include, without limitation, all documents, technology, designs, curriculum, curriculum content, training models, training content, know-how, business concepts, procedures, services, projects, programs, customer information, business plans, promotional and marketing activities, pricing, intellectual property, finances, and other business affairs.
2. **Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this NDA; (ii) can be shown to have been known to Participant prior to its receipt from Revature, provided that such information was not furnished to Participant by a source known to be bound by a confidentiality agreement or that was otherwise prohibited from disclosing the information to Participant; or (iii) can be shown to have been independently developed by Participant without reference to any Confidential Information and without violating the terms of this NDA.
3. **Limited Use.** Participant agrees to use the Confidential Information received hereunder solely for the purpose of participating in the Program and for no other purpose. Except as expressly provided in this NDA, Participant will not disclose Confidential Information to anyone without Revature's prior written consent. Participant shall take all reasonable measures to protect the confidentiality of, and avoid any unauthorized disclosure or use of, Confidential Information. Such measures shall include the highest degree of care that Participant uses to protect Participant's own confidential information of a similar nature, but no less than a reasonable degree of care.
4. **Ownership.** All Confidential Information will remain the exclusive property of Revature. Revature's disclosure of Confidential Information will not constitute an express or implied grant to Participant of any rights to or under Revature's patents, copyrights, trade secrets, trademarks or other intellectual property rights.
5. **Notice of Unauthorized Use.** Participant will notify Revature immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this NDA by Participant. Participant will cooperate with Revature in every reasonable way to help Revature regain possession of such Confidential Information and prevent its further unauthorized disclosure or use.
6. **Return.** Except as otherwise provided herein, Participant will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the earlier of (i) the completion of the Program by participant, or (ii) Revature's written request. At Revature's option, Participant will provide written certification of its compliance with this Section.
7. **Injunctive Relief.** Participant acknowledges that a breach of its obligations under this NDA could cause irreparable harm to Revature for which monetary damages will be difficult to ascertain or an inadequate remedy.



Participant therefore agrees that Revature will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this NDA.

8. **Scope.** This NDA is intended to cover Confidential Information disclosed by Revature to Participant both prior and after the date hereof. Participant's confidentiality obligations under this NDA will survive for as long as such Confidential Information is not publicly known (within the parameters of Section 2), even if the NDA is otherwise terminated prior to that time. Additionally, the foregoing, shall not be construed to in any way limit the rights of the Company to protect Confidential Information which constitutes trade secrets under applicable trade secrets law or privileged information even after such period has expired. If, under applicable law, the foregoing restrictions can only be applied to Participant's use and disclosure of trade secrets, then the restrictions are limited to only the protection of trade secrets.

9. **No Warranty.** All Confidential Information is provided "AS IS" and without, and Revature disclaims, any warranty, express, implied, or otherwise, regarding its accuracy, performance, or title. For the avoidance of doubt, Revature shall not be deemed to have made any representations or warranties as to the accuracy or completeness of the Confidential Information and only those representations or warranties which are made by Revature in a final definitive agreement when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

10. **Miscellaneous.**

10.1 This NDA constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral or written communications and agreements between the parties hereto. This NDA may be amended or modified only with the mutual written consent of the Parties hereto. Each Party's obligations hereunder are in addition to, and not exclusive of, all its other obligations and duties to the other Party, whether express, implied, in fact or in law.

10.2 This NDA may not be assigned by Participant, without prior written consent from Revature, which may be withheld in Revature's sole discretion. Any attempted assignment in violation of this Section 10.2 shall be void. This NDA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, subject to the assignment provisions of this Section 10.2.

10.3 Any failure by either Party to enforce the other Party's strict performance of any provision of this NDA will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this NDA.

10.4 If a provision of this NDA is held invalid under any applicable law, such invalidity will not affect any other provision of this NDA that can be given effect without the invalid provision. Further, all terms and conditions of this NDA will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

10.5 This NDA will be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Chennai, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Chennai, India and the arbitration proceedings shall take place in the English language.

10.6 This NDA may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. The delivery of an executed counterpart copy of this agreement by facsimile, telecopy, e-mail, or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the Parties have caused this NDA to be executed as of the date set forth above.

REVATURE:

Signature:

DocuSigned by:
Anuradha
0564C53F6D6B4C9...

Print Name: Anuradha

Title: 

Date: February 11, 2022 | 12:50 AM EST

PARTICIPANT:

Signature:

DocuSigned by:
CHIRRA NAGESH
DCF22AA765FB469...

Print Name: CHIRRA NAGESH

Date: February 10, 2022 | 5:53 AM EST