

*I am*  
**CARING**  
AGILE INTELLIGENT GLOBAL  
CUSTOMER-CENTRIC RESPONSIBLE NON-HIERARCHICAL

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For my clients, **I am Nagarro**. Through me, they can win in their markets. No one understands their context quite like I do. No one attacks their problems quite like I do. I am the sharpest edge, the fastest blade. For my colleagues, I **am** Nagarro. I am interesting and curious. I am passionate and fun-loving. I treat everyone with equal courtesy and respect. For Nagarro, I **am** Nagarro. I own this company. I pull it forward. I leave a mark.



Dear Colleague,

Please read and sign the statement below confirming your joining at Nagarro.

Date:

Location:

This is to confirm that I have joined Nagarro today in the capacity of \_\_\_\_\_  
at your office in \_\_\_\_\_.

Signature:

Name:

# Personal Information Form

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## 1. General Information

Name			
Designation			
Date of birth			
Date of joining			
Contact No.		Sex	
Alternate contact No.		Blood group	
Permanent contact No.		Marital status	
Personal E-mail id		Date of marriage	

## 2. Contact Information

Present address	Permanent address	Emergency contact (name, relationship, phone no.)

## 3. Educational Qualification

Qualification	Degree	Subjects	Year	School/College/ Institute	Marks (%) and Rank
Graduation					
Post Graduation					

## 5. Experience Details

Company	Designation	From	To	Salary

**Nagarro**

# **General Policies & Procedures**

**Version 9.0**

**Effective February 1, 2006**

**Last Updated on 30<sup>th</sup> April 2020**

Nagarro Confidential

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**“Breach of any of the policies shall lead to disciplinary action depending on the severity of the breach.”**



## **1. Employment Policies**

### **1.1 Equal opportunity employment**

Nagarro is an Equal opportunity employer. We offer equal opportunities in employment to all employees and applicants. No person shall be discriminated on the basis of race, color, marital status, parental status, and ancestry, source of income, religion, sex, age, national origin, handicap, sexual orientation, medical condition or veteran status.

### **1.2 Child/Forced Labour**

Nagarro has a strict policy not to engage people as employees, people who are below 18 years of age.

Nagarro does not believe in forced or compulsory labour. Our HR policies ensure that no employee in our company is made to work against his/her will, or work as bonded/forced labour, or subjected to coercion of any kind. Our transparent and open employee engagement platforms ensure that this policy is implemented properly.

Nagarro strictly refrains from engaging with vendors and suppliers who resort to using child labour and forced labour in their operations.

### **1.3 Remuneration**

Nagarro practices fair and competitive remuneration policy. Remuneration includes salary, any variable part of remuneration as well as other benefits.

Our policy is designed to effectively reward high professional insight and performances as well as individual potential. Our remuneration policy is regularly benchmarked against the industry as well as against government published minimum wages data to ensure that Nagarro is always in compliance with various wage laws.

### **1.4 Discrimination**

The following forms of discrimination will not be tolerated at Nagarro:

a) Direct Discrimination - Where a person is treated less favorably because of sex, pregnancy, marital status, race, creed, color, ethnic or national origins, disability or sexual orientation.

b) Indirect Discrimination - Where a requirement or condition, which cannot be justified, is applied equally to all groups, but has a disproportionately adverse effect on one particular group. An example could be a requirement, which is non-essential to the job description, which may exclude a disabled person (such as the requirement for a driving license for a job which is mainly office-based).

c) Victimization - Where an individual is given less favorable treatment than others in the same circumstances because he or she has made allegations or complaints of discrimination or provided information about such allegations or complaints, whether or not such victimization is unlawful.

d) Sexual Harassment - Where an individual is subject to physical or verbal abuse, hostile behavior or uninvited attention because of his or her sex, or sexual orientation. Please refer the Policy on Sexual Harassment (Chapter 5) for details.

e) Other harassment- Where an individual is subject to any form of physical or verbal abuse, hostile behavior or uninvited attention because of his or her sex, pregnancy marital status, race, creed, color, ethnic or national origins, disability or sexual orientation.

Notice of any such discrimination should be brought immediately to the notice of management, and strict disciplinary action will be taken against any employee found guilty of the same.

## **2. General Responsibilities**

### **2.1 Working Hours**

The official working hours shall be as fixed according to the country/ location. Employees at the client site shall follow the working hours as applicable at client site. Nagarro reserves the right to amend or vary the working hours when required. Any change in the working hours shall be made known to employees. Please refer to Policy on Working Hours and Time Sheets.

### **2.2 Attendance and Punctuality**

Every employee is to register his/her attendance every day at the place of work. Prompt and regular attendance during regular work hours is essential to the smooth operations of Nagarro's business. It is recognized that there may be an occasion on which there are valid reasons to be late for work, in which case the immediate superior is to be notified. While it is the responsibility of the employee towards attendance and punctuality, habitual late coming shall be treated as a serious breach of discipline and treated accordingly at the sole discretion of the management. Please refer to Policy on Working Hours and Time Sheets.

### **2.3 Absence from office**

Every employee who is outside the office during working hours for any reason whatsoever should ensure that his/ her immediate Manager/Supervisor (or departmental colleague, if the immediate senior is not available) is aware of his/her whereabouts.

## 2.4 Access to Nagarro premises through biometric fingerprints

Every employee will be allowed access to the Nagarro premises on basis of biometric fingerprints. The registration of fingerprints to all turnstile devices across buildings will be done on the employee's date of joining. All employees are expected to scan their fingerprints on every entry into and exit from the premises. Do not hold access-controlled doors open for others. Tailgating should not be encouraged.

## 2.5 Status Reports/ Time Sheets

All employees are expected to fill up the status reports/time sheets as per the existing system in their assigned project. It is solely the responsibility of the employee to ensure that all status reports/time sheets are submitted on time as per the project guidelines. Non-receipt of status reports/time sheets on designated deadlines may result in stoppage of payroll processing.

## 2.6 Reporting violations

Every employee has the duty to report any violation of above standards by any other employee. Failure to report a known violation is in itself a violation.

## 2.7 Salary confidentiality

The salary package offered to you is highly confidential & must not be revealed while in employment or thereafter to any individual/ agency/ organization, by word of mouth or otherwise. Such confidentiality violations would not be entertained and may lead to strict disciplinary action.

## 2.8 Information Security

To ensure the security or the preservation of confidentiality, integrity and availability of both vital corporate and customer information, following guidelines should be followed with regard to information.

- a) Do not discuss your project or any other client-related information with anyone.
- b) Do not print/copy any confidential information. This will include, but will not be limited to, proposals, design documents, code, execution plans, test plans and other project artifacts.
- c) Maintain a Clean Desk at your workplace. Ensure no loose papers are lying around.
- d) Report any suspected activity to the Project Manager or HR Department.
- e) Check for the latest version of anti-virus on your system. If it doesn't have one, please contact IT – Department
- f) If anti-virus prompts for a virus infection, please switch off your workstation and contact IT Support immediately
- g) Log off or Lock Workstation whenever you leave your desk unattended
- h) Do not open e-mails from unknown sources with attachments. Attachments to e- mails received and passed around are the biggest reason for the spread of viruses.
- i) Do not subscribe to free chain mails, newsletters, etc. These may be virus-loaded
- j) Do not tell/share your password with anyone.
- k) Do not write your password down anywhere, which could be easily accessible to anyone other than you.
- l) Make sure your password cannot be easily guessed, choose alphanumeric passwords only.

- m) If you think there is even a slight chance anyone knows your password, change it immediately.
- n) Don't let anybody see what you might be entering as your password. (Discourage "shoulder surfing")
- o) Keep all your papers inside the drawers. Keep the drawers locked in your absence and keep the keys in a secured place.
- p) For any Information Security incidents such as virus, copying, fraud, e-mail, unauthorized access and theft, contact your Reporting Manager or Security Council (securitycouncil@nagarro.com) immediately.
- q) Visitors to Nagarro premises should be met in the lobby only. Visitors should always be escorted while in Nagarro premises.

Defaulters may be penalized with up to the termination of their contract with Nagarro.

## 2.9 Representation of Company

With a view to protect the interests of Nagarro and to see there is uniformity of communication, only specified persons are allowed to communicate to the Press or any public/ private organizations on behalf of the Company.

### 2.10 E-mail usage

E-Mail accounts that are sponsored by Nagarro or clients are not allowed to be used for personal purposes

- a) E-mail should be checked at least once a day
- b) Always have a subject heading which reflects the content. The following qualifications can be added:
  - I. URGENT: Addressee, please take action within 48 hours
  - II. VERY URGENT: Please take immediate action
  - III. FYI: For your information only
- c) Addressees and carbon copies (CCs) should be carefully selected
- d) A professional tone of voice should be used
- e) Readability should be ensured by:
  - I. Not using caps and unnecessary punctuation
  - II. Spell check of e-mails
  - III. Not using fancy fonts, graphics etc.
- f) Attachments should be avoided when the text can be put in the message itself. Using RTF or HTML format allows copying most office documents into the message itself.
- g) Employees should use an automatic signature for external communication containing name, designation, company name, address and tagline.

- h) E-mail policy violations may subject an employee to disciplinary action, including discharge.
- i) Employees located at customer sites should adhere to the e-mail usage policies of the client

## 2.11 Internet usage

- a) The Company reserves the right to monitor and record Internet usage and file server utilization of all employees. The Company reserves the right to suspend individual user accounts for violation of firm policies.
- b) E-mail and file transfers are to be for business use only by authorized users. Use of another employee's account or access to their personal files without their consent is strictly prohibited. Confidential information is not to be transmitted over the Internet without proper encryption.
- c) The network administrator must approve all downloaded applications before being installed on the network.
- d) Do not download any software i.e. freeware, shareware, etc. from the Internet. These software are termed illegal and pirated.
- e) Transmission of harassing, discriminatory or otherwise objectionable E-mail or files (as determined by the recipient) is strictly prohibited. Access to non-business related, obscene or offensive sites is strictly prohibited.
- f) Disruptive behavior such as introducing viruses or intentionally destroying or modifying files on the network is strictly prohibited.
- g) Any personal use of the network for commercial or illegal activity is strictly prohibited.
- h) Transmission of any religious or political messages is strictly prohibited. Game playing is strictly prohibited.
- i) Any violation of the policies will result in loss of access privileges and disciplinary action.

## 2.12 Discipline

All rules and regulations of the Company including the HR Policies & Procedures must be complied with at all times whether the employees are on the Company premises or representing the Company in any function outside the Company premises. Employees are prohibited to conduct themselves in any manner, which could damage the reputation of the Company.

Employees at client locations should follow the client policies over and above the Nagarro policies:

- a) Dress code- Employees shall be suitably dressed in keeping with the Company's corporate image.

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Signature: Accepted

- b) Alcohol- Employees are prohibited from the possession, distribution, sale, purchase or consumption or be under the influence of alcohol, on work premises, regardless of whether such activity takes place within or outside of working hours. This prohibition is also applicable when the Employees are dealing with company property, people or clients even if it is outside of working hours and/or outside the work premises, for example, working on company laptop at employee's residence, taking calls with company's clients, etc.
- c) Smoking-Smoking is prohibited inside any of the company offices. However, employees are permitted to smoke outside.
- d) Drug Abuse- No person suspected of Drug abuse will be hired to work for Nagarro. If any employee is suspected to be involved in possession, distribution, sale, purchase or consumption of Drugs then disciplinary action shall be taken against him.
- e) Telephone usage- In case of emergency, should an employee require making personal long distance emergency calls, it will be his/ her responsibility to inform the Administration department to make necessary deductions towards the value of the call.
- f) Loss/ Damage of company property- Any loss or damage made to the company property will be deducted from your salary.
- g) Use of company/client name- No employee shall use the name of the Company nor use his/ her title or position in the Company or name of the Company's client or title/position assigned by any of Company's clients for his/her profit or for any personal work or contract.
- h) Working hours and company property- Employees must not use working hours or the company's property for purposes other than the work assigned to them.

## 2.14 Project Allocations

Employees must comply with orders changing their workstation and duties and orders regarding their transfer to such other Department or Division or Project, as the Company deems expedient.

## 2.15 Avoid violation of Copyrighted Material

All employees, whether at Nagarro facility or at client location, must adhere to below stated guidance to avoid any violation of Copyright laws since any violation of the below guidance by any employee may make Nagarro liable for infringement of a third-party claims for intellectual property rights. A breach of such policy may also invite strict disciplinary actions against the involved employee.

Copyrighted materials (e.g., books, music, videos, songs, software, magazines, novels, animated images or cartoon characters, caricature, paintings, any other literary work etc.) should not be reproduced, distributed, altered, exhibited or played without explicit permission of the copyright owner or their authorized agent(s). It is also extremely important to understand laws applicable on playing copyrighted music and videos for any public performances including at Nagarro office or at client location. Public performances of music or video requires authorized license from organizations like the Indian Performing Right Society (IPRS), Phonographic Performance

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Signature: Accepted

Limited (PPL), Performing Right Society (PRS) for Music Limited) and similar organizations authorized to provide such licenses.

Kindly take note of few things about listening music and/or any gig or performance on music or video, within company premises or at client location, or an event related to the company that an employee must be aware of and must take caution while he or she chooses to play any music or video during any internal or external events:

- a) Playing any copyrighted music/video for a public performance is strictly prohibited at any public forum including Nagarro offices (this includes playing music through authorized apps like Spotify, iTunes, Google Music, Amazon Music, Gaana etc.);
- b) A valid license should be obtained if an employee play any copyrighted music/video like PPL, PRS (not to be confused with subscription on music or video streaming apps);
- c) The law also includes music and/or sound recordings being played at any of company's office parties/gatherings within or outside Nagarro premises;
- d) The songs or music procured from online or offline stores or web apps, do not provide a license for public performance and the same holds true for any music being played by DJs and clubs unless they have the required licenses to play them;

An employee is also advised not to make any recordings of the performances inside or outside office premises or during any team events, gathering or meetings or event at client locations, and publishing or uploading them or making them accessible on any social media like Youtube, Facebook, Instagram, Twitter, WhatsApp, TikTok, blogs, microblogs, chatrooms, other online forums etc. Only posts from and through official social media channels of Nagarro, can be forwarded or shared, only after due and required validation.

### **3. Ethics and Code of Conduct**

#### **3.1 Protection of company funds and property**

Every employee who has custody of any company funds or property is expected to use them only for the business purpose intended, not for personal benefit, and to return or account for them when the business need for them has passed. The use of these assets for any personal, improper, or illegal

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Signature: Accepted

purpose is strictly prohibited. Such abuse will be subject to severe disciplinary action, including discharge.

### **3.2 Intellectual property rights**

All inventions and creations shall belong to the company and any inventions, which the company may choose to protect by a patent, trademark or copyright, shall, upon completion of such protection, be transferred to the Company as its sole and exclusive property.

### **3.3 Conflict of interest**

Employees must disclose all potential conflicts of interest which may affect the company, such as relationships with suppliers, customers, candidates for recruitment, and current employees. In addition, employees are not allowed to engage, either during or outside working hours, in any other gainful employment or conduct any other form of business activity, either personally or through the agency of another, unless the company agrees thereto in advance.

### **3.4 Zero tolerance to corruption**

As a part of compliance to the Organization for Economic Co-operation and Development (OECD) guidelines Nagarro practices and promotes a zero tolerance towards any form of corruption.

Corruption could be interpreted as acceptance of gifts and rewards for work done in an official capacity, or obtaining objects or advantages, illegally, or fraudulent use of company property, acquiring financial resources more than one's income, abuse of your office, avoiding one's duty or avoiding payment of taxes.

Employees are not allowed to receive personal gifts or any other kind of benefit from customers or suppliers. Employees are also not allowed to directly or indirectly give any personal gifts or favors of any kinds to customers or to suppliers or to any other person with a view to encourage them to act in improper ways. An employee caught indulging in the above mentioned activity will be subjected to disciplinary action which can be as high as termination of employment. On the other hand if an employee finds some other employee of the organization involved in corruption/bribery of any kind, he/she is requested to channelize the complaint through [whistleblowers@nagarro.com](mailto:whistleblowers@nagarro.com).

### **3.5 Company not party to Employee Agreement**

No employee should compromise the company by making it a party to any scheme that includes tax evasion or money laundering, whether for the intended benefit of the company or for the intended benefit of any of its employees, customers or suppliers, or for the benefit of any other person.



## 4. Guidelines on prevention, prohibition and redressal of sexual harassment at workplace

Nagarro believes in right to equality and dignity of all individuals. Following to that, company believes that harassment on the basis of gender is a violation of this right. Nagarro endeavors to comply the mandate of the legislation - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Rules framed thereunder [The Act] – in letter and in spirit.

Sexual harassment is defined as unwelcome sexual advances, visual, verbal or physical conduct of a sexual nature. Nagarro has constituted a Sexual Harassment Complaint Committee under Section 4 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 for efficient reporting and redressal of complaints related to Sexual Harassment at workplace. It is composed of senior employees of Nagarro and an external Member in compliance of the Act.

Nagarro will take the complaints very seriously and will not tolerate any retaliation against an individual for bringing a complaint about sexual harassment or participating in any investigation regarding a complaint. All complaints will be investigated discreetly and promptly. Anyone found guilty of sexual harassment shall be subject to severe disciplinary action, which may include immediate termination where appropriate.

The company has the right to take appropriate disciplinary action against an employee who makes a false or bad faith claim of sexual harassment.

## 5. Location of General Policies on People Portal

You can access People Portal via link  
[https://nagarro.sharepoint.com/sites/in\\_home](https://nagarro.sharepoint.com/sites/in_home)

## 6. Confidentiality

Secrecy must be maintained for all confidential information relating to the company and its business. Such information includes any trade secrets or confidential or proprietary information whether in written, oral or other forms including, among other things, information about the company's suppliers, contractors, clients, business relationships, contracts, property, finances, stockholders, transactions, proposed transactions, inventions, discoveries, trade secrets, research and development data or know-how, reports and compilations, personnel records, cost estimates, financial forecasts, correspondence and the like.

Individuals at the dedicated Offshore Development Centers (ODCs) and Client locations will be governed by the client's Intellectual Property Rights clauses as agreed upon through a Master Service Agreement or individual Non-disclosure agreements when/where applicable. In the absence of such agreements at ODC or client locations, the Nagarro policy will apply.

The failure by an employee to keep and maintain such confidentiality shall be sufficient cause for disciplinary action, which may include termination of employment.

## 6.1 Confidentiality Undertaking

I am aware that during the course of my employment with Nagarro, or any of its subsidiaries in India or overseas, (hereinafter referred to as “Nagarro” which expression unless repugnant to the context shall mean and include its successors and permitted assigns) I will come into possession of or acquire valuable information/ technical know-how and proprietary information in the area of customer services and or client’s operation procedures etc. (Hereinafter referred to as "Confidential Information" and /or Intellectual Property).

I understand that for the purpose of this Undertaking, the term Confidential Information shall mean and include all proprietary information, trade secrets, technical data or know-how, formulae designs, photographs, drawings specification, software programs and samples, know-how, formulae, processes, techniques and information relating to Nagarro’s past, present and future marketing, financial, research and development activities, and personally identifiable information about the Clients of Nagarro, data of users and operators of/in Nagarro’s clients’ software, consumers of Clients’ software, Clients’ employees, shareholders, suppliers, consultants, competitors and customers, that may be disclosed, whether orally or in writing, and/or any other material bearing or incorporating any such information which is disclosed to me. Any samples of the products and prototypes shall be deemed confidential whether marked or not. Such disclosure may be made either directly or indirectly, in writing, orally or by drawings, plans or inspection of products, materials parts or equipment.

Intellectual Property means:

1. All inventions whether patentable or not and whether or not reduced to practice, all improvement thereto, and all patents, patent applications, and patent disclosures, together with all renewals, continuations, continuations-in-part, revisions, and extensions of the same.
2. All trademarks, service marks, trade dress, logos, names and corporate names, together with all translations, adaptations, derivations and combinations of the same and include goodwill associated therewith and applications, registrations and renewals in connection therewith.
3. All copyrightable works, copyrights and applications, registrations and renewals in connection herewith.
4. All mask works and applications, registrations and renewals in connection with the same.
5. All trade secrets and confidential business information, including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, design, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals.
6. All computer operating systems, software and related developments, codes, flowcharts, routines and manuals, marketing techniques and data, technology and any other proprietary information or related ideas.

**Now Therefore This Undertaking Witnessed As Follows**

- a. I recognize, the importance of maintaining absolutely secret the Information and undertake to use such information wholly and exclusively for the benefit of Nagarro. I shall not disclose the same to any person whether as an employee of the company or not, except under general authority in the usual course of business of the company or if so ordered by a court of law with competent jurisdiction and with prior written approval of Nagarro
- b. I recognize and undertake Nagarro (or its customers) has full and absolute title over all information made available or provided to me during the course of my employment with the company, and I shall make no claim of any interest therein.
- c. On cessation of employment with Nagarro for whatever reason, I shall return all information, notes, MIS reports, drawings, documents, storage devices, head set and other property of Nagarro, covering/ relating to the Information of Nagarro received / obtained by me during the course of my employment. I also undertake not to retain any copies of the above.
- d. I further undertake, that, I shall not either during my service with Nagarro and for as long as the confidential information obtained by me during the course of my employment with Nagarro remains confidential, divulge the information to any other party in any capacity whatsoever without obtaining the prior consent of Nagarro, which consent I understand the company has absolute discretion and may decline to give without assigning any reasons and which decision of Nagarro I shall not call in question.
- e. I further undertake, that, during my service with Nagarro I shall not, either in the territory of India, or elsewhere in the world, directly or indirectly except after obtaining the prior written consent of Nagarro cause any employee of Nagarro to terminate his employment relationship with Nagarro for the purposes of entering into any employment or other relationship with me or any business, firm or entity with which I am affiliated.
- f. I also undertake that I shall promptly and fully disclose and assign to the company all intellectual property rights including patents, design, copyright "know-how" and trademarks pertaining to inventions, new methods, discoveries and improvements, suggested by me, arising out of or in any way connected with my employment with the company.
- g. I also abide by the local rules and regulations of the entity I am working for and also agree to abide by the provisions of US Export Control Regulations, as amended from time to time.
- h. I also agree that in the event of breach of these undertakings by me including without limitation the actual or threatened disclosure of the information, Nagarro will suffer irreparable injury. Accordingly, I agree that Nagarro shall be entitled to specific performance of my obligations in terms of the above undertaking, as well as such further injunctive relief as may be granted by a court of competent jurisdiction without prejudice to any other relief's, monetary or otherwise as it may be entitled to under law

- i. I acknowledge that no forbearance or tolerance on the part of Nagarro of any breach of this undertaking by me shall constitute waiver of the requirements of this undertaking by Nagarro. I acknowledge that Nagarro shall continue to be entitled to enforce the terms of this undertaking nevertheless.
- j. I acknowledge that this undertaking shall be governed and construed in accordance with the respective law of the country where the undertaking is signed by me and the place of breach is not relevant in this matter.
- k. I agree that all disputes arising out of this undertaking shall be subject to resolution by binding arbitration in accordance with the Arbitration Rules in the respective country and any amendments thereof in force and all disputes are subject to the jurisdiction of competent courts in the place where the registered office of the entity I am working is situated.
- l. I undertake that during my employment with Nagarro, I shall not use, propose or implement directly or indirectly any of its previous employer (s) or client (s) or any other third-party product, process, intellectual property rights, trade secrets, confidential information or inventions.

This undertaking constitutes the entire agreement between the parties on the subject and can be amended by Nagarro from time to time at the sole discretion of Nagarro.

I acknowledge that I was provided with an unsigned copy of the agreement in advance of signing the agreement and was given ample opportunity to read and seek whatever counsel related to the agreement I may desire to understand the terms and conditions.

## 7. Non-Compete and Propriety Information Agreement

Unless otherwise agreed in writing the Employee shall during the period of employment work exclusively for the business of Nagarro.

All work performed in the course of employment with Nagarro is exclusively for the benefit of Nagarro and the product of such work shall be "works-made-for-hire" Nagarro shall own all rights to such works and may make any use or non-use of such works without further payment or obligation to the employee.

The compensation agreed upon between employee and Nagarro is the sole payment for all services provided by the employee. The employee is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.

The employee acknowledges that he/she has been furnished or may be furnished or may otherwise have received or have had access to or will receive or have access to information that includes but not limited to Nagarro's past, present, or future products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data names, addresses of Clients (including any of the affiliates, related entities, successors, or assigns of such Client or customer) and suppliers of Nagarro; forms, arrangements with such suppliers and Clients; buying habits or practices of any of Nagarro's Clients; Nagarro's marketing methods, programs and related data, or other written records used in Nagarro's

business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about, or concerning the business of Nagarro, its clients or the users/operators of the client's software, its manner of operations, or other data of any kind, nature or description (the "Proprietary Information"). The employee agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the employee before this Agreement is signed or afterward. In addition, the employee shall not, during the employment and any time after the termination of employment, disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his/her own benefit or for the benefit of any third party without prior written approval of Nagarro's chief executive officer. In the event of a breach or threatened breach by the employee of these provisions, Nagarro shall, in addition to other remedies, be entitled to an injunction in restraining the employee from disclosing, in whole or in part, any such information or advertising concepts, or from rendering any services to any person, firm, or corporation to whom such information may be disclosed or is threatened to be disclosed.

The foregoing obligations shall not apply to any information, which is publicly known. Within three days after Nagarro's request, the employee shall return to Nagarro all copies of Proprietary Information in tangible form.

In the event of any termination for any reason whatsoever, the employee shall not for a period of two years from the date of such termination, directly or indirectly, provide service to any Client where employee previously provided services to the Client on behalf of Nagarro or was introduced through Nagarro. For the purposes of this paragraph, "introduced through Nagarro" means where a Client, employee, contractor, and other individual came to the attention of the employee in any manner through Nagarro.

The employee acknowledges that Nagarro has spent considerable amount of resources in developing the relationship with the Client and an attempt by the employee which results in a breach of the foregoing clause, will result in direct and foreseeable loss of business and damages to Nagarro. In the event of breach of the aforesaid paragraph, employee shall be liable to pay Nagarro, as liquidated damages, an amount equal to 35% (Thirty Five per cent) of the employee's annual compensation payable by the Client. The right of such relief as mentioned in this paragraph shall be in addition to and not in lieu of any other rights and remedies available to Nagarro at law or in equity.

The employee hereby acknowledges and agrees that he/she will likely be exposed to a significant amount of confidential information concerning Nagarro's business methods, operations and customers while employed under this Agreement, that such information might be retained by the employee in tangible form or simply retained in the employee's memory, and that the protection of Nagarro's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the employee's activities after termination of employment.

Therefore, the employee agrees that for a two-year period following employment termination (whether voluntary or involuntary and with or without cause), he/she shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor or employee of Nagarro for any commercial or business reason whatsoever.

If any of the provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the remainder of the Agreement or rights or remedies, which shall be given full effect without regards to the invalid portions.

This Agreement does not create any rights to employment with Nagarro and is in addition to other agreements that may have been signed by the employee and Nagarro Except as specified herein, this agreement does not limit any rights of employee or Nagarro created by any other contracts or laws.

## 8. Employee Declaration

I have read and understood The General -Policies & Procedures and I hereby agree and undertake to abide by the policies and procedures of the Company. All information provided by me through this General policy and Procedure document will be retained by Nagarro HR for its record. This information will not be revealed to any third party without any explicit written consent.

Signature:

Name:

Employee Code

Date:









