



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. **General:** Xebia IT Architects India Pvt Ltd. (hereinafter referred as Xebia), **and** I as a Recipient of confidential and legally privileged information. “**Recipient**” shall be defined as those personnel receiving confidential information during any engagement either with Xebia or its end client, do hereby agree and solemnly resolve will devote my best efforts to furthering the best interests of Xebia and not to engage in activity that:
1. conflicts with Xebia business interests, including without limitation, any business activities not contemplated by this agreement,
 2. occupies my attention so as to interfere with the proper and efficient performance of my duties at XEBIA, or
 3. Interferes with the independent exercise of my judgment in Xebia’s best interests.

As used herein, Xebia business means the development, marketing and support of software and services for business and professional use including operation systems, application program, Internet related websites or e-commerce solutions as well as books and hardware for the microcomputer and Internet marketplace.

2. **Recognition of Absolute ownership:** That I do hereby recognize and admit that XEBIA is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of XEBIA, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or ecommerce solutions, books, hardware and information for the microcomputer and internet marketplace used by me in the course of my engagement with Xebia.

I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this agreement, all confidential and/or proprietary information belonging to and/or in possession of Xebia, which is received, accessed, and/or used by me during the course of my engagement with XEBIA, shall include without limitation, such information received from Xebia, its customers and/or any entity in which Xebia holds or controls more than 50% of the equity stock thereof and/or is entitled to vote for the election of directors.



3. **Non-Disclosure:** At all times, during my engagement and thereafter, I will not disclose to anyone outside Xebia nor use for any purpose other than my work for Xebia:
- a. Any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Xebia, including without limitation, source code, systems, designs, cost data, computer programs, development or experimental work, customers and suppliers,
 - b. Any information Xebia has received from others which Xebia is obligated to treat as confidential or proprietary or
 - c. Any confidential or proprietary information which is circulated within Xebia via its internal electronic mail system, intranet or otherwise.

I will also not disclose any confidential or proprietary information to anyone inside Xebia except on a “need-to-know” basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to whom, if anyone inside Xebia, it may be disclosed, I will consult with my manager at Xebia.

4. **Assignment of inventions:** I hereby assign exclusively to Xebia all my right, title and interest in and to all inventions, discoveries, source code and designs, developments, improvements, copyrightable material, and trade secrets (collectively herein “Inventions”) that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the engagement of Xebia. If I am involved into a Xebia product, program, process or machine, and invention owned by me or which I have an interest, Xebia is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.

I hereby waive and quit claim to Xebia, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to Xebia.

If there is any such invention/work which I want to claim as my belonging, I will inform to Xebia and take written permission before applying outside Xebia.

5. **Third party information:** I recognize that Xebia has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on XEBIA part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my engagement and thereafter, I will not disclose such confidential or proprietary



information to anyone except as necessary in carrying out my work in XEBIA and consistent with XEBIA agreement with such customers or third party. I will not use such information for the benefit of anyone other than Xebia or such third party, or in any manner inconsistent with any agreement between Xebia and such third party of which I am made aware.

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6. **Return of materials:** At the time I leave the engagement of Xebia, I will return property belonging to Xebia which includes but not limited to all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's. I will also return any key, pass cards, ID cards to Xebia.

7. **Non-solicitation:** While engagement with Xebia and for a period of 1 year from the termination of my engagement, I will not induce or attempt to influence directly or indirectly, any employee/ personnel at XEBIA to terminate his employment/ engagement with Xebia or to work for me or any other person or entity.

During the engagement with Xebia I will not compete directly/indirectly through entity where I am directly/indirectly involved. After the termination of the engagement and for a period of 1 year from the termination of my engagement, I will not join with any existing clients of Xebia and also Xebia Group for employment / engagement and I will not approach for any of them for any kind of business relationship.

8. **Personal property.** I agree that Xebia will not be responsible for loss, disappearance, or damage to personal property on Xebia premises, or if applicable, on residential premises subsidized by XEBIA (including apartments or temporary housing). I hereby release, discharge and hold XEBIA harmless from any and all claims relating to the above matters.

9. **Attorney fees.** If court proceedings are required to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.

10. **Entire Agreement.** I agree that this agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this agreement shall be the courts of India. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford XEBIA the maximum protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in



connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my engagement.

Having read and fully understood this agreement, I _____s/d/w/o
_____residence of _____
(permanent address) have signed my name on this _____day of _____, 2025.

_____	_____	_____
Print Name	Signature	Date

HR Name - Aarti Thakur
HR Signatures: **Aarti Thakur**
Xebia IT Architects India Private Limited