

Dheya Career Mentors (India) Pvt. Ltd.

Career Development Facilitator's Mutual Non-Disclosure Agreement

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Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement (the "Agreement") is applicable and valid from the completion date of the CDF training program completed successfully. (the "Effective Date")

By and between

Dheya Career Mentors (I) Pvt. Ltd, a company, having a place of business at A-1, Dew Drop Villa, Opposite to Canara Bank, Bibvewadi, Pune – 411037 through its authorized Representative, Mr. Anand Desai, Chief Executive Officer, herein after called "First Party"

and

1. Purpose. Each party, its Affiliates and/or their Contractors (collectively "Discloser") may disclose certain information to the other party, its Affiliates and/or their Contractors (collectively "Recipient") related to Discloser's products, services and/or technologies for the purpose of internal discussions concerning and evaluation of a potential business relationship between the parties, and, should the business relationship be established, for exchanges of information in furtherance thereof (the "Authorized Purpose").

Nothing in this Agreement shall:

- a) obligate either party to disclose any information to the other party,
 - b) obligate either party to buy, sell or license any products, services and/or technology from/to the other party, or to enter into any other agreement with the other party, or
 - c) preclude either party from pursuing any business opportunity with any third party. Subject to the obligations of this Agreement, neither party shall be precluded from independently developing any product, service or technology.
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2. Confidential Information. Discloser's "Confidential Information" means any and all proprietary and/or confidential data and information that it may disclose (directly or indirectly, whether in writing or other tangible form, or orally, visually, electronically or other intangible form) to Recipient (including, without limitation, data and information related to: products and roadmaps, marketing plans, strategies, business plans, finances and prices, customers, suppliers, vendors, business partners, services, software, hardware, research and development, methods, techniques, drawings, designs, specifications, know-how, ideas, inventions (patentable or otherwise) or patents), which:
 - a) is marked as "confidential" or "proprietary" or the like when disclosed,

- b) is unmarked (e.g. orally disclosed) but treated as confidential at the time of disclosure and is summarized and described as confidential in a writing that is delivered to Recipient within thirty (30) days of disclosure, or
 - c) a reasonable person would recognize as confidential or proprietary considering the nature of the information and the circumstances of disclosure.
3. Terms for Affiliates and Contractors. "Affiliate" means:
- a) with respect to First Party, any corporation or other legal entity that First Party now or hereafter Controls, and
 - b) with respect to Second Party, any corporation or other legal entity that First Party now or hereafter Controls, is Controlled by or is under common Control with; where "Control" means the direct or indirect ownership of more than fifty per cent (>50%) of the shares or similar interests entitled to vote for the election of directors or other persons performing similar functions. An entity may be considered an Affiliate only when such Control exists. "Contractor" means a third-party contractor, agent, representative and/or advisor, which is engaged by a party or its Affiliate under a contract in which such third party provides products, services and/or technologies that relate to the Authorized Purpose. Each party shall be liable for any failure of its Affiliates, its Contractors and/or its Affiliates' Contractors to abide by the provisions of this Agreement as if such failure was the act or omission of such party.
4. Obligations. Recipient agrees, for a period of three (3) years from the date of disclosure, not to:
- a) use Discloser's Confidential Information for any purpose, other than for the Authorized Purpose;
 - b) disclose Discloser's Confidential Information to any third party, except to Recipient's, its Affiliates' and their Contractors' employees who
 - i) have a legitimate "need to know" to accomplish the Authorized Purpose, and (ii) are obligated to protect such Confidential Information pursuant to terms and conditions no less protective of Discloser than those contained in this Agreement; and/or
 - ii) reverse engineer, decompile, disassemble or otherwise analyze the underlying ideas or structure of Discloser's Confidential Information. Recipient shall protect Discloser's Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Recipient uses to protect its own confidential information of a like nature.
5. Protection of Secrecy: Both parties agree that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use confidential information of other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of confidential information of the other that may come to its attention.
6. Exclusions. Recipient's obligations in Section 4 above shall not apply to any data or information that it can prove:
- a) is lawfully possessed or known by Recipient, prior to the time of receipt from Discloser, without use or disclosure restrictions;
 - b) is or becomes publicly available through no act or omission of Recipient;
 - c) is lawfully furnished to Recipient by a third party, after the time of receipt from Discloser, without use or disclosure restrictions; or
 - d) is independently developed by Recipient without use of or reference to any of Discloser's Confidential Information. Furthermore, a disclosure by Recipient pursuant to the order or



requirement of a court, administrative agency or other governmental body shall not be considered a breach of this Agreement, provided that Recipient promptly after learning of such order or requirement shall (unless prohibited by law) notify Discloser thereof to give Discloser the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

7. As-Is Disclosures. Each Discloser warrants that it has the right to disclose the Confidential Information provided to Recipient. Except for the foregoing, no other warranties are made whether express, implied or statutory, and all Confidential Information is provided "as-is" and "with all faults". No responsibility or liability is accepted or shall be imposed upon Discloser regarding the accuracy or completeness or suitability of its Confidential Information.
8. Records: All documents, papers and records of every kind (written or recorded), whether originals, copies or reproductions and whether prepared by the Second Party/Recipient, relating to the business and finances of the First Party shall be the sole and exclusive property of the First Party. The Second Party/Recipient will not remove any of the above materials and will not, at any time, give or disclose such materials to any unauthorized person, or entity. Upon separation, Second Party/Recipient will return to the First Party all such materials including copies.
9. Code of practice – The Company/First Party:
 - a) The second party is to represent the Company/ the first party in a professional manner and is to protect the interest of the First Party at all times.
 - b) The relationship between the First Party and the second party is considered private.
10. Code of practice – The First Party's client dealings:
 - a) At no time during, or for a period of 12 (twelve) months after the completion of any contract with the First Party's client, may the Second Party perform First Party's work for any of the First Party's client(s). At no time during, or for a period of 18 (eighteen) months after the completion of any contract with the First Party, may the Second Party attempt to entice business away from the First Party, whether directly or through a third party. This clause shall bind both the Second Party and First Party's client employing him/her.
 - b) Furthermore, no information may be passed to any third party that may result in the same effect.
 - c) All information provided by the First Party's client must be handled in strict confidence and with security.
 - d) The Second Party agrees to sign and adhere to any additional terms and conditions that may result from contract negotiations between the First Party and its Clients, provided that these conditions are not in conflict with the terms of this agreement.
 - e) At any time during the contract period and 6 months post the termination of the contract, if the First Party wish to perform work with the clients referred by the Second Party, the same needs to be communicated to the Second Party.
11. Ownership; No Licenses.

Discloser's Confidential Information and all copies thereof, remain owned or controlled by Discloser. No licenses or other rights are granted or conferred under this Agreement, express or



implied, under any patents, copyrights, trade secrets, trademarks, mask works or any other intellectual property rights.

12. The Second Party warrants that:

- a) In accepting this appointment and performing his/her obligations and services under it, he/she will not be in breach of obligation under any other employment or appointment.
- b) In the event of such a breach, he/she and not the First Party will be wholly and solely responsible and liable for any damages.
- c) not to directly or indirectly entice away any of the First Party's staff at any time during the currency of the agreement or thereafter for a period of two years from the date of termination of the agreement.
- d) he/she shall ensure that good conduct, discipline, integrity, decorum and behaviors maintained towards the First Party's clients in order to maintain the high reputation and goodwill enjoyed by the First Party. It is hereby further clarified that the First Party will not be concerned or be made a party or liable to any dispute action between the Second Party and the client/s caused due to incorrect process/ procedure or breach of any standards and values specified by the First Party during training and thereon. The Second Party shall alone be held responsible in respect of any suit, application for interim or ad-interim order(s) or any legal proceedings or any complaint filed by any client.

13. Term; Termination; Effects. This Agreement shall be effective from the Effective Date until THREE (3) years thereafter. Either party may terminate this Agreement at any time by the written notice to the other party with suitable justification of the reasons thereof and completion of handing over of any pending projects/ work/ session allocated. Upon written request, Recipient shall return (or destroy at Discloser's option) all copies of Discloser's Confidential Information and certify in writing its compliance with this requirement, except that Recipient may retain a copy of Discloser's Confidential Information solely for archival purposes. Except for the right to use Confidential Information for the Authorized Purpose, which right terminates when this Agreement terminates, each party's rights and obligations hereunder survive termination with respect to Confidential Information that is disclosed prior to termination.

14. Remedies. Recipient acknowledges that if Discloser is required to bring an action to enforce the provisions of this Agreement, the damages may be irreparable and difficult to measure and Discloser shall be entitled to seek equitable relief including a preliminary injunction in addition to any other relief available. Recipient agrees that in the event that Discloser seeks an injunction hereunder, Recipient hereby waives any requirement for the posting of a bond or any other security.

15. Governing Law; Export Laws. This Agreement shall be governed by and construed in accordance with the laws of INDIA without regard to any principle of conflicts of law. Any dispute arising hereunder shall be resolved by the competent courts in Pune, India, and the parties hereby agree that venue and jurisdiction for any related proceedings arising hereunder shall lie exclusively with such courts; provided, however, that each party may enforce its, its Affiliates' and their Contractors' intellectual property rights in any court, and similar governing body, of competent jurisdiction, including but not limited to equitable relief. Recipient will comply with all applicable national and international export control laws and regulations. In particular,



Recipient will not directly or indirectly export, re-export, transfer or release any Confidential Information, other data or information or materials received from Discloser under this Agreement, or direct product of any of the aforesaid items, to any destination, person, entity or end use restricted or prohibited by applicable laws, without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws.

16. Miscellaneous.

- a) Nothing in this Agreement shall create a joint venture, partnership or employer/employee relationship between the parties.
- b) Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party hereto, except to a successor of all or substantially all of the assets of the assigning party if the successor expressly assumes in writing the terms, conditions and obligations of the assigning party hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment other than in strict compliance with this Section 16(b) shall be void.
- c) All notices required or permitted hereunder shall be in writing and shall be deemed delivered upon hand delivery, upon receipt if acknowledged by email communication, or upon receipt if sent by world renown overnight courier or mailed by registered or certified mail, return receipt requested, postage prepaid, to a party at its address set forth above or such other address of which a party may notify the other from time to time.
- d) A waiver of any right hereunder shall in no way waive any other rights. No waiver, alteration, modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.
- e) In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed amended to achieve the economic effect of the intent of the parties in a valid, lawful and enforceable manner, or if not possible then deleted and ineffective to the extent thereof, without affecting any other provision of this Agreement.
- f) This Agreement constitutes the entire agreement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral and written, between the parties regarding the subject matter hereof.
- g) This Agreement may be executed in counterparts (and may be exchanged by fax or e-mail when signed), each of which shall be deemed to be an original, and all of such counterparts shall together constitute one instrument.

IN WITNESS WHEREOF, duly authorized representatives of each party have executed this Agreement as of the Effective Date:



Dheya Career Mentors (India) Pvt. Ltd.

Signature: _____

Signature: _____

Date: _____

Date: _____



Career Development Facilitator (CDF)

Terms and Conditions for Engagement as Dheya CDF

On completion of the CDF Certification program, CDF is expected to adhere strictly to the following norms: -

- 1) **Ethical Code of Conduct.** CDF is expected to follow strictly the ethical code of conduct of Dheya (First Part) with following guidelines: -
 - (i) You will commit yourself to the cause of Dheya and not disclose any information of client with whom you are interacting as a representative of Dheya.
 - (ii) You will always only focus on strength areas and talk about their positive traits to any client/ student when you are dealing with them as a representative of Dheya.
 - (iii) If you find any student who is in serious problem after analysis of the graph/ or during the session, you will immediately take action by speaking to the parents, or if you are unsure, you will immediately inform the leadership team at Dheya about the case.
 - (iv) All knowledge and documents/ tools / access of Dheya's systems are confidential in nature and the sole property of Dheya. Misuse of any tool/ technique, abuse of any kind, and adverse impact on life of student leading to loss of credibility, loss of face, or any such complaint from clients/ customers regarding misbehavior or any such issue leading to adverse impact on Dheya's reputation, credibility or fame will be considered as a breach of the ethical code of conduct of Dheya.
 - (v) Breach of ethical code of conduct due to any abovementioned reason or otherwise, will be liable to decertification of CDF.
- 2) **Referrals.** All referrals given by you to Dheya will be assigned to you as a policy, and only with your approval, will be given to any other CDF, especially if it is a retail case. In case of an institution, you will be a part of the CDF delivery team of Dheya. In case of the same referral (retail or institutional) being given by more than one CDF, the lead will be credited to the account of the CDF approaching the institution/ lead first, and the data in Dheya's Customer Relationship Management system will be considered as final and this CDF will derive the monetary benefit of the particular case. In case the lead remains idle for more than ninety days and is not converted by the CDF, the case will be allocated to other CDFs.
- 3) **Business:** Dheya does not commit to provide any minimum or maximum number of student after training program. However as per business requirement, you will be inquired for conducting session. Dheya only commit to develop you as a professional Mentor.
- 4) **Payouts:** The payouts for CDF will be varied including addition of bonuses during specified months of the year and as a percentage of the cost of the product which shall be increased/



amended periodically based on the business growth and other factors. The payouts are being given as honorarium for voluntary work by CDFs towards delivery of services for Dheya and do not deem any kind of employment. For every delivery of session done by the CDF, 30% - 40% of the product price (pre-tax) will be paid to the CDF. The referral payouts will vary from 9%-22% depending on the business being brought in by the CDF. Further, these percentages will be reviewed and amended from time to time by Dheya. The tax liability from the perspective of the income of each CDF will be the sole liability of the CDF. TDS will be applied as per standard norms of taxation, wherever applicable.

- 5) **Fees:** The training fees including license fees is Rs. /- (Rupees thirty thousand only), for the entire program. For advanced training programs, only cost of venue, stay of trainers & food will be shared @ approximate INR 1500/- * per CDF.
- 6) **Complimentary:** As a part of the training program, the CDF is entitled to one complimentary main test-code and a Quick Career Choice : Dheya Discover (Level -1) session for one child and a complimentary corporate test-code for the spouse.
- 7) Dheya is in the process of automating the entire process and each CDF will be getting access to a dashboard where the entire history of your work as CDF will be available and very soon, the feedback of the student will also be visible on this site. All feedbacks obtained from students will be monitored at Dheya.
- 8) High rated CDFs (more than 4 out of 5 stars of customer feedback / overall rating) will be invited by Dheya for training for Advanced CDF up-gradation.

I accept these terms and conditions for engagement as CDF.

* Cost may be amended as per actual expenses.