

# MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is entered into this day of 16-April-2023 by and between CG-VAK Software and Exports Ltd., a Public Limited company ("**CG-VAK**"), with its principal office at 171,Mettupalayam Road, Coimbatore-641043 and Yogesh Nain ("**Consultant**"), with its principal address at W-740, Jalvayu Vihar, Greater Noida.

## RECITAL

CG-VAK is in the business of providing software consulting, software engineering services including but NOT limited to Software Design, Programming, Testing, deployment etc. The Consultant will be exposed to various confidential information about CG-VAK or its Clients about its products, technology, services etc for the purpose of providing software services to clients or for development of software for CG-VAK's internal use.

The confidential information may be relating to consulting services, technology licensing, intellectual property development, Software Source code, client data, algorithms etc and other potential matters which may be disclosed during Discussions, Meetings with clients, Documents, chats ,emails etc" ), and, as part of such discussion and/or implementation, certain confidential and proprietary information may be disclosed to the Consultant.

THEREFORE, CG-VAK and Consultant hereby agree as follows:

1. **Confidential Information.** This Agreement shall apply to all information disclosed by "CG-VAK" to the "Consultant", in the course of the Discussions, that (a) relates to CG-VAK's or CG-VAK's clients technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, products, product names, client names and product development plans marketing plans, customers, clients and contracts etc.

The confidential information may consist of oral statements, product demonstrations or know-how or technology that is not documented in hard-copy form. However, Confidential information will not include any information (a) has become publicly known through no wrongful act of the Consultant; (b) has been rightfully received by the Consultant from a third party without restriction on disclosure and without breach of this Agreement; (c) has been approved for release by written authorization of the CG-VAK; **Consultant agrees that he/she will not disclose the name of the client or project information to anyone without the written consent of CG-VAK.**

**2. Restriction on use and Disclosure.** Each party, as a Consultant, represents warrants and agrees with the other that:

- (i) Consultant shall make at most care in protecting the confidential information provided.
- (ii) Consultant will not copy or reproduce any of the CG-VAK's Confidential Information without the consent of the CG-VAK
- (iii) Consultant will not disclose any of the CG-VAK's Confidential Information to any third party without the consent of the CG-VAK
- (iv) Consultant will not make any public statement or comment on the existence or provisions of this agreement, or the existence or content of the Discussions, without the prior written consent of the other party, except as may be required in the reasonable opinion of its legal counsel;
- (v) Consultant will not use any copyrighted, patented or patentable, or trade secret Confidential Information of the other party except for the sole purpose of participating in the Discussions and providing the services to CG-VAK or its Clients.
- (vi) Consultant will immediately return or destroy all or any part of the CG-VAK's Confidential Information as requested by the CG-VAK at any time during the term of this Agreement and at the termination or expiration of this Agreement.
- (vii) Consultant will not approach the client directly / indirectly for business / employment in future.

(viii) Consultant will not include the details regarding CG-VAK, CG-VAK's client and project name in his/her resume or any other documents.

**3. Intellectual Property.** The following provisions shall apply with respect to works, ideas, discoveries, inventions, applications for patents, and patents (collectively, Intellectual property):

Any improvements to Intellectual Property items held by CG-VAK or its clients, further inventions or improvements, and any items of Intellectual Property discovered or developed by Consultant for CG-VAK or its clients during the term of this Agreement shall be the property of CG-VAK or its clients. Consultant shall sign all documents necessary to perfect the rights of CG-VAK or its clients to such Intellectual Property, including the filing and / or prosecution of any application for copyright or patent, Consultant shall sign all document necessary to assign the rights to such Intellectual Property to CG-VAK or its clients.

**4. Equitable relief.** Each party acknowledges and agrees that the confidential information of the other is deemed to constitute valuable trade secrets of the CG-VAK, and that any unauthorized reproduction and/or disclosure of such information by the Consultant may cause the CG-VAK irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the CG-VAK will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the Consultant's obligations set forth in this agreement.

**5. Governing Law.** Any dispute or litigation pertaining to this contract or breach thereof shall exclusively subject to the jurisdiction of Coimbatore local courts having exclusion to all other courts.

**6. No Assignment.** Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.

7. **Term.** This Agreement shall have a term commencing on the date of joining of the Consultant into CG-VAK and atleast 5 years from the date of leaving the consultancy service with CG-VAK

8. **Breach of the said Agreement .** That in the event of failure / neglect to fulfill any of the terms of this undertaking or of any other form of breach of the same he/she shall be liable to pay the company US \$ 5,000.00 (US Dollars Five thousand Only) as compensation or Rupee equivalent.


9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. Should any provision of this agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions thereof which will remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the effective Date.

**CG-VAK Software & Exports Ltd**

**Consultant**

Sign : -----

Sign : 

Name : Yogesh Nain

Title : General Manager –HR

Title : Engineer