

EMPLOYEE DECLARATION & NON-DISCLOSURE AGREEMENT

The agreement made as of-----202--- between **ACENGAGE INFOSERVICES PVT LTD.** (the "Discloser") and----- (the "Recipient").

Whereas Discloser owns, possesses or controls certain trade secrets, and proprietary and confidential information acquired through the expenditure of time, effort and money, of a technical and business nature relating to 'AceNgage Technology' (collectively and individually described as the "Information");

Whereas Recipient desires to receive, and Discloser is willing to supply, the Information on the terms and conditions set out herein, solely for the purpose of creating documentation (technical and/or non-technical in nature) around software products conceptualized and/or created by the Discloser (the "Purpose");

Now therefore this agreement witnesses that in consideration of the premises and the covenants and the agreements herin contained the parties hereto agree as follows:

1. Discloser shall at its discretion provide such of the Information to recipient as is required for the Purpose, verbally or in writing. Nothing in this Agreement obligates Discloser to make any particular Disclosure of Information.
2. All right, title and interest in and to the Information shall remain the exclusive property of Discloser and the information shall be held in trust and confidence by Recipient for Discloser. No interest, license or any right respecting the Information, other than expressly set out herein, is granted to Recipient under this Agreement by implication or otherwise.
3. Recipient shall use all reasonable efforts to protect Discloser's interest in the Information and keep it confidential, using a standard of care no less than the degree of care that Recipient would be reasonable expected to employ for his own similar confidential information. In particular Recipient shall not directly or indirectly disclose, allow access to, transmit or transfer the Information to a third party without the Discloser's prior written consent. Recipient shall, prior to disclosing the Information to such employees and consultants, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement.
4. The Information shall not be copied, reproduced in any form or stored in a retrieval system or data base by Recipient without the prior written consent of Discloser, except for such copies and storage as may reasonably require internally by Recipient for the purpose.
5. The obligations of the Recipient under paragraphs 3, 4 and 5 shall not apply to Information :
 - a. Which at the time of disclosure is readily available to the trade or the public;
 - b. Which Recipient can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Information by Discloser; or
 - c. Any Information which the Recipient is by law required to disclose.

6. This Agreement shall not constitute any representation, warranty or guarantee to recipient by Discloser with respect to the Information infringing any rights of third parties. Discloser shall not be held liable for any errors or omissions in the information or the use of results of the use of the Information.
7. Recipient shall, upon request of Discloser, immediately return the Information and all the copies thereof in any form in whatsoever under the power or control of Recipient to Discloser, and delete the Information from all retrieval systems and databases or destroy same as directed by Discloser and furnish to Discloser a certificate by an officer of recipient of such deletion or destruction.
8. When requested by Discloser, Recipient will promptly provide a list containing the full name and address of any person having access to or copies of the Information and the reason such access is necessary.
9. Due to the valuable and proprietary nature of the Information to Discloser the obligations assumed by Recipient hereunder shall (a) be unlimited in time or territory or (b) if it is held by a court of competent jurisdiction that this provision is illegal, invalid or unenforceable, shall apply only within those territories within which Discloser then carries on business and only up to 10 years after disclosure of such Information. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.
10. The recipient shall indemnify and save harmless the Discloser from all damages, losses, expenses and costs whatsoever resulting from the breach of this Agreement by the Recipient.
11. You will be required to abide by the Company Standing Orders/Service Rules.
12. If any declaration given or information furnished by you to the company proves to be false or if you are found to have wilfully suppressed or concealed any material information, you will be liable for removal from your services without any notice.
13. You will be on probation for a period of Three months from the date of your appointment. After the three months of probationary period you will be treated as a confirmed employee and the period of probation is liable to be further extended at the discretion of the management by giving a formal notice. During the period of probation, either side can terminate this appointment with 15 days mandatory notice period. If there is no performance issue, after probationary period you will be automatically treated as a confirmed employee. However if there is a performance issue the contract will be terminated with immediate effect. After confirmation employee have to serve 30 days notice period.
14. You will have to clear the **training and certification** during the initial period. On clearing the training you will be moved on to the role failing which, the contract would be terminated with immediate effect and you will not eligible for the pay during the tenure.

15. Your compensation will be effective and prorated from the date of joining for regular employment. However for employees hired under pay per interview model (PPI), the payout would be post training based on number of successful interviews done for the tenure.
16. Your review of performance will be as per Company Policy.
17. AceNgage does not reimburse internet charges to its employees when it is Work from Home (WFH) scenario. It is expected and agreed that the employee will bear such expenses on their own.
18. You will be eligible for leave as per Company Policy after **Three months** from the date of joining into regular employment. You will be eligible for **1 day leave per month**. The calendar year is from January till December and there will be no carry forward of leaves permitted. In case of emergency you may take leave with manager's approval, however the same will be treated as loss of pay only.
19. This contract of employment is terminable at any point if the deliverables are not achieved. The event of your service will be terminated for fraud, theft or withholding of any information in the application form or for any other form of misconduct. Also, if the client contract is terminated, the organization reserves the right to terminate your services or place you in another position.
20. On termination of this contract, you will immediately give the company all correspondence, specifications, formulae, books/documents, effects, market data, cost data, drawings or records, etc., belonging to the company or relating to its business and shall not retain or make copies of these items.
21. **Exit Formalities:** Post resignation you will have to serve the **notice period of 30 days** from the date of resignation for a confirmed employee. You will **not** be eligible for any leaves while serving the notice period. In case of emergency you may allowed to take leave with the necessary approval from your Team lead, however the same shall be considered as Loss of Pay (**LOP**). If you are not serving the notice period you are liable to pay the notice period expenses for the rest of the days. Notice pay expenses shall be calculated on your Fixed Salary. However for Employees who is designated as Subject Matter expert and above (SME, TL, Lead , Asst Manager, Dy Manager, Manager, Sr Manager, DGM etc), it is mandatory that you will have to serve the **notice period of 30 days** from the date of resignation. You will not be eligible for notice period buy out process. AceNgage shall not process exit formalities until the notice period is served. AceNgage shall not proceed with the exit formalities until the notice period is served completely with proper work transfer.
22. You shall undertake not to discuss, disclose, or expose any information which the Board may classify as confidential, including technology, ideas, concepts evolved by the company and such information shall of all kinds in which include, words, scripts, documents, electronically stored data, encrypted information, designs, formulae, source codes, object codes, any intellectual property being developed by the company. The terms and conditions stated in the said agreement shall be in force even after you

AceNgage Infoservices (P) Ltd.

Ground Floor, Executive Chambers,#18/3 , Cunningham Road, Bangalore, Karnataka- 560052



ceased to be in employment of the company.

23. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, between the parties other than as expressly set forth in this Agreement.
24. Other Employment Employee(Either fulltime, part time or contractual role) shall devote all of his or her business time, attention, knowledge and skills solely to the business and interest of AceNgage and its Affiliates, shall be entitled to all of the benefits, profits and other emoluments arising from or incident to all work, services and advice of Employee, and Employee shall not, during the Term hereof, become interested directly or indirectly, in any manner, as partner, officer, director, stockholder, advisor, employee or in any other capacity in any other business similar to AceNgage's business; provided. failure to disclose the above will result in immediate termination and will be termed as Integrity issue for which any related action may be taken by AceNgage without notice effective immediately.
25. This Agreement may not be assigned by either party without the prior written consent of the other party.
26. You shall not take any papers, books, computer software, materials, document or any other property of the organization out of the work premises, nor shall you in any way at any time/s disclose, divulge to anybody or make public any information or matter concerning the activities, accounts, transactions, dealings, trade/ business secrets, or information relating to or of the organization or its business or otherwise, whether the same may be confided in you or become known to you in the course of your employment or otherwise, not only during your service, but even after you cease to be in the services of our organization. You shall be responsible for and shall take proper care of all books, computer software, materials, documents, or any other property, etc., generally and specifically entrusted to you. The Employee shall not use personal email or any other device or Medias to transfer official data other than the official email provided by the company. Sharing of data through personal will not only make the Employee liable for legal action, but also make him liable to pay damages as determined by the Management of the Company based on a fair estimation of the economic damage caused to the Company by the Employee's irresponsible action(s).
27. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assignees of the parties hereto.

In witness whereof the parties have executed this Agreement as of the date first above written

(Signature of Discloser)

(For AceNgage InfoServices Pvt Ltd.)

(Signature of Recipient)

(Name of the Recipient)

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