

Nondisclosure and Confidentiality Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between ProPMO Services Private Limited a Company incorporated under Companies Act, 2013 and having its registered office at 4, Sai Raj Apts, Lane 7, Tingare Nagar, Pune, 411032 ("Disclosing Party") and _____, located at _____

("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Particularly, disclosing party intends to share critical information related to business idea, Proprietary solutions, platform or our consulting practice / training services on 'PMO' or 'OPM3' or any other topics for the receiving party to contribute to the client engagements.

2. **Copyrights, Patents, Trademarks and other intellectual property rights**

2.1 All intellectual property rights of the shared information under this agreement belongs to the ProPMO and shall be the exclusive owner of the deliverables and all inventions, copy rights, developments and improvements with respect thereto which are written, invented, made or conceived by ProPMO personnel in the course of or arising out of any activities performed hereunder.

2.2 It is expressly agreed and clarified that, except as specifically agreed in this Agreement, ProPMO shall retain all right, title and interest in trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving any right, title or interest of any nature whatsoever to consultant.

3. **Exclusions from Confidential Information and IP.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

4. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all

Rajant sani



ProPMO Services Private Limited

records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests, it in writing.

Additionally, receiving party will never approach the customers / clients / contacts introduced by ProPMO and develop independent business, directly or indirectly without prior consent from the other party.

5. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
6. **Relationships.** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
7. **Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
8. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
9. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Arbitration, Jurisdiction & Govt. Regulation

This Agreement shall be subject to the laws of India. The Parties expressly agree that, subject to the provisions of Clause above, all disputes and differences arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the Courts at Pune and the Parties hereby expressly submit themselves to the same.

Each Party hereto, including their personnel, employees, associates, etc shall be solely responsible for complying with the statutes, laws, regulations, administrative orders / instructions issued by relevant government authorities.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party

Rajat sani

Receiving Party

By:

By:

Name:

Name:

Title:

Title:

Dated:

Dated: