

## **CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT-CUM-INDEMNITY BOND**

This CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT-CUM- INDEMNITY BOND  
 (“**Agreement**”) dated as of the  
 \_\_\_\_\_ day of \_\_\_\_\_ 2022 is made at New Delhi.

### **By And Between**

Mr./Ms. Ravi kumar Dubey son/daughter/wife of Vinod Kumar Dubey  
 resident of D 197 Chattarput extinction new delhi Chattarpur 110074,  
 hereinafter referred to as “**Contracting Party**”

### **And**

**M/s NetProphets Cyberworks Private Limited** hereinafter referred to as “**Company**”.

WHEREAS:

- A. Company and Contracting Party have discussed and/or are entering into business discussions that may lead to/have led to business relationship/employment/other professional engagement between the parties;
- B. In the course of such discussions, certain Confidential Information and Intellectual Property (as defined below) as well as information concerning the business and affairs of Company has been and/or may hereafter be disclosed or transmitted by Company to Contracting Party;
- C. Such Confidential Information and Intellectual Property (i) is proprietary to Company, having been conceived, designed, developed and/or accumulated by Company, at considerable expense and over a period of time, and (ii) constitutes the exclusive property of Company;
- D. Such Confidential Information and Intellectual Property may have been received by Company from its clients or may have developed it along with the client and is in possession of the Company during the agreement period with the client;
- E. Contracting Party hereby accepts and acknowledges that the disclosure to Contracting Party of any Confidential Information and Intellectual Property by Company in the course of business discussions or business relationship between the parties to this Agreement (whether by way of a contract of employment or contract of consultancy with Company or otherwise) does not confer any right upon Contracting Party to use for Contracting Party’s own benefit or profit, or to otherwise disclose, Confidential Information and/or Intellectual Property to any third party, except for the limited purposes as may be permissible under the terms of Contracting Party’s engagement with Company and strictly for the interests and benefit of Company only ;
- F. Contracting Party also accepts and acknowledges that wrongful disclosure of any Confidential Information belonging to Company, or the misuse of Intellectual Property belonging to Company, shall cause irreparable loss to Company; and
- G. Contracting Party also represents and assures Company that whatever material and information, including all new material developed by Contracting Party as a result of this business engagement, that Contracting Party provides or supplies to Company in the course of business discussions or business relationship with Company shall not be an infringement or violation of any right, title or interest, including without limitation intellectual property rights, of any third party;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and in consideration of the sums paid, or to be paid, by Company to Contracting Party in relation to the subject matter hereof, Contracting Party and Company hereby agree as follows:

1. Definition : For purposes of this Agreement and otherwise in connection with Contracting Party's engagement with Company in any capacity, "Confidential Information" and "Intellectual Property" shall mean and include, without limitation, all sketches, drawings, flow-charts, technical drawings, diagrams, content, notes, tests, questions/answers, method of interaction with clients through website, pictures, models, trade-marks, trade-names, logos, insignias, trade secrets, product concepts, product plans, frameworks, business processes, business and marketing plans, patentable and non-patentable inventions and intellectual property, computer software and documentation, knowledge and information data-base, designs, concepts, arrangements, supplier information, formulas, test data, customer strategies, know-how, business format, methods, techniques, procedures, information, statistics, plans, operations etc. and other material pertaining to the business of Company, whether in oral, written, graphic machine-readable and/or any other form.
2. Confidentiality : Contracting Party shall not disclose or divulge to any other person/s, company, organisation or other entity, nor use to Contracting Party's own benefit or profit, directly or indirectly, during and/or after the expiration or prior termination of business discussions or business relationship between Company and Contracting Party, all and any Confidential Information and/or Intellectual Property that Contracting Party may come to have/know or which may be transmitted by Company to Contracting Party during the course of such business discussions or business relationship. It is clearly understood that the foregoing provision is for protecting the legitimate interests of Company.
3. The Contracting Party states and affirms that Contracting Party has, prior to and at the time of entering into business discussions or business relationship, made full disclosure of all material circumstances and of everything known to Contracting Party respecting the subject matter of the transaction between Contracting Party and Company which would be likely to influence the conduct or decision of Company.
4. Contracting Party shall not, directly or indirectly, during and up to 2 (two) years after the expiration or prior termination of business discussions or business relationship with Company, engage in any business or activity that is, or is likely to be, in competition with the business of Company that is subject matter of the business discussions or business relationship between Contracting Party and Company.
5. The right to use all Confidential Information and/or Intellectual Property under business discussions or business relationship, including all improvements and additions therein that Company may have or come in possession of, process or deal with in the course of performance of business discussions or business relationship with Contracting Party, shall *vis-a-vis* Contracting Party, in all their aspects, during the entire period of their subsistence/validity and throughout the world, vest solely in Company.
6. Contracting Party agrees to use Confidential Information and Intellectual Property disclosed to it under this Agreement solely for the purpose of the business, interests, benefit and profit of Company, and shall promptly return and/or destroy as per the directive of Company any and all Confidential Information and Intellectual Property disclosed to it or created under this Agreement at any time upon Company's request, including without limitation, all originals, copies and summaries thereof in writings, drawings, diskettes, models and materials in any physical form whatsoever.
7. All material and information whatsoever, including all new material developed by Contracting Party as a result of the business engagement with Company, that Contracting Party provides or supplies to Company in the course of business discussions or business relationship with Company is upon the clear representation and assurance that Contracting Party has full rights to so provide and supply such material, information and nothing so provided or supplied by Contracting Party is in infringement of any right, title or interest, including intellectual property rights, of any third party. If it ever appears otherwise,

Contracting Party alone shall be liable for all consequences thereof; and Contracting Party hereby undertakes to keep Company fully indemnified and harmless against any losses, damages, penalties, fines, costs and/or other consequences whatsoever that Company may have to incur or suffer by reason of the infringement by Contracting Party of any such right, title or interest as aforesaid.

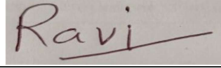
8. This Agreement shall remain in force even after the expiration, prior termination or otherwise cessation, of business discussions or business relationship between Contracting Party and Company.
9. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors-in-interest, legal representatives and assigns.
10. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter hereof and supersedes any prior oral or written communications, understandings or agreements whatsoever concerning the subject matter hereof. Neither this Agreement nor any terms hereof may be amended, waived, discharged or terminated, except by written instrument signed by the parties.
11. Failure to insist upon strict compliance with any of the terms, conditions or covenants of this Agreement shall not be deemed a waiver of such term, condition or covenant, nor shall any waiver or relinquishment of any right or power hereunder, at any time or from time-to-time, be deemed a waiver or relinquishment of such right or power at any other time or times.
12. This Agreement shall be construed according to the laws of India.
13. In the event of a breach or threatened breach of this Agreement, the party adversely affected thereby shall, in addition to any other rights and remedies it may have, be entitled to injunction restraining the party in breach from disclosing or using, in whole or in part, any Confidential Information and/or Intellectual Property, it being acknowledged and agreed that any breach or threatened breach of this Agreement shall cause irreparable injury and loss to Company for which money damages will not provide adequate relief.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written above in the presence of witnesses.

For M/s NetProphets Cyberworks Private Limited

For Contracting Party

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Mr. Ramesh Malhotra  
Designation: COO

Name: Ravi Kumar Dubey  
Designation Sr. Software Developer

Witnesses:

1.

2.