

NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement is made as of ____ day of _____, 2020 by and between _____ resident of

_____ and Cyient Limited with its principal office at Plot No. 11 Software Units Layout, Infocity, Madhapur, Hyderabad - 500 081, Telangana, India.

RECITALS

WHEREAS the Receptient wishes to obtain access to the Confidential Information owned by the Disclosing Party in connection with _____

WHEREAS the Recipient acknowledges that the release to third parties or to the public of Confidential Information could be detrimental to the Disclosing Party's interests

WHEREAS the Parties wish to define the conditions with respect to the disclosure and use of Confidential Information

NOWHEREFORE in consideration of mutual covenants and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows

- 1. CONFIDENTIAL INFORMATION:** For the purpose of this Agreement "Confidential Information" means any and all information and/or data including but not limited to (i) the Disclosing Party's ideas, know-how, inventions (whether patentable or not), processes, procedures, software, systems, designs, strategies, products and services, names and expertise of employees and consultants, names of customers, customer transactions and other technical, business, financial affairs, financial reports and financial data and product development plans, forecasts and information, and (ii) information the Disclosing Party has received from others subject to a continuing obligation to maintain such information as confidential, that is disclosed by the Disclosing Party to the Recipient and designated in writing to be "Confidential" or "Proprietary", or if disclosed orally, is stated at the time of disclosure to be "Confidential" or "Proprietary". Notwithstanding the foregoing, Confidential Information shall not include information that (a) was previously known to the Recipient free of any obligation to keep it confidential, (b) is or becomes generally available to the public through no wrongful act of the Recipient (c) is developed by or on behalf of the Recipient independent of any information furnished under this Agreement, (d) is received from a third party whose disclosure to the Recipient does not violate any confidentiality obligation.

For avoidance of doubt, the fact that only part or a combination of individual characteristics of Confidential Information is embedded in broader information available to the public or in possession of the Recipient is not enough so that such Confidential Information falls under one of the exceptions referred hereinabove.

2. **USE AND NON-DISCLOSURE OF THE CONFIDENTIAL INFORMATION:** The Recipient agrees to use the Confidential Information of the Disclosing Party only for the Purpose as stated herein. The Recipient further agrees not to disclose, circulate, disseminate or publish the Confidential Information to any other person, corporation, partnership, limited liability company, national, local or state government, governmental unit, agency or department, or any other entity without the prior written consent of the Disclosing Party.

The Recipient shall not compete directly or indirectly with the Disclosing Party utilizing the Confidential Information of the Disclosing Party without limitation contacting, directly or indirectly, customers, suppliers or other present or future commercial partners, of the Disclosing Party, or induce them to terminate their relation with Disclosing Party. Further, during the term of this Agreement, the Recipient hereby agrees to not perform any services to any of those Disclosing Party's competitors as listed under Annexure A.

3. **COMPELLED DISCLOSURE:** If the Recipient becomes legally compelled to disclose any of the Confidential Information in whole or in part, the Recipient shall provide the Disclosing Party with immediate written notice of that requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. The Recipient shall furnish only that portion of the Confidential Information which is legally required, and the Recipient shall cooperate with the Disclosing Party's counsel to enable the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
4. **RETURN OF CONFIDENTIAL INFORMATION:** Upon request of the Disclosing Party, the Recipient agrees, to return to the Disclosing Party or to destroy all Confidential Information of the Disclosing Party provided to the Recipient by the Disclosing Party pursuant to this Agreement. The Recipient will, within ten (10) business days after receipt of the request either (i) return all of the Disclosing Party's Confidential Information and any and all copies or extracts thereof, or (ii) destroy all such Confidential Information and all such documents, media, copies or extracts, and upon such destruction confirm that destruction in writing to the Disclosing Party.
5. **REPRESENTATION AND WARRANTY:** The Disclosing Party does not make any warranty or representation, either express or implied, with respect to the accuracy, completeness, or usefulness of the Confidential Information.

Further, the Recipient shall be exclusively responsible and liable for, and shall indemnify and hold harmless the Disclosing Party and its suppliers and subcontractors of any tier for any liabilities or damages resulting from any Unauthorized use or disclosure of any Confidential Information furnished hereunder.

6. **INTELLECTUAL PROPERTY RIGHTS:** All information, including without limitation specifications, samples, drawings, data, documents, computer software, materials, know-how, improvements, revisions, designs, inventions, processes, and other technical, business, or financial information, that Recipient develops as an improvement or modification to Confidential Information that has been or will be disclosed to Recipient by or on behalf of the Disclosing Party, whether transmitted in writing, orally, or otherwise (“Derivative Information”) will be the property of Disclosing Party and Recipient agrees to assign and hereby irrevocably assigns, transfers, and conveys to the Disclosing Party all right, title and interest in and to all Derivative Information with Disclosing Party having the sole and exclusive right to obtain, hold and renew, all intellectual property rights in its own name and for its own benefit.

Nothing in this Agreement is intended to grant to the Recipient or to any third party any rights or licenses under any patent, copyright or other intellectual property rights of the Disclosing Party’s Confidential Information, except the limited right to use such Confidential Information for the Purpose stated herein.

7. **TERM:** The Term of this Agreement shall be for a period of five (5) years from the Effective Date unless extended by mutual agreement between the Parties by providing other Party thirty (30) days prior written notice of its intention to renew the Agreement. Notwithstanding the foregoing the Recipient’s obligations with respect to the Disclosing Party’s Confidential Information shall survive the termination or expiration of this Agreement.
8. **REMEDIES:** The Recipient acknowledges and agrees that due to the unique nature of the Disclosing Party’s Confidential Information, there can be no adequate remedy at law for any breach of a Recipient’s confidentiality commitments made herein, and that any such breach may cause irreparable harm to the Disclosing Party. Accordingly, Recipient agrees that upon any breach or threatened breach by it of its confidentiality commitments, the Disclosing Party shall be entitled to appropriate injunctive relief to enjoin the Recipient’s breach or threatened breach of its confidentiality commitments in addition to such remedies at law, if any, it might otherwise have.

The Disclosing Party shall not be responsible or liable to the Recipient for (i) loss of profits, loss of business, or indirect, consequential, or punitive damages incurred by the Recipient, or (ii) the Recipient’s use of, or reliance on the Confidential Information disclosed to the Recipient hereunder.

9. GENERAL

- 9.1 This Agreement is the entire Agreement and supersedes all prior discussions and writings between the Parties and constitutes the entire agreement between the Parties with respect to the subject matter hereof.

9.2 This Agreement shall be governed and construed in accordance with the laws of _____. The Parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of _____

9.3 No amendment or waiver of any term of this Agreement shall be effective unless such amendment or waiver is in writing and is signed by each of the Parties hereto and no failure or delay by either Party in enforcing any right or provision of this Agreement will be deemed a waiver of the right to enforce such right or provision.

9.4 Neither Party may assign or delegate this Agreement, or any rights, duties, or obligations hereunder, without the prior written consent of the other Party. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.

9.5 In the event that a court or other tribunal of competent jurisdiction shall hold any term or provision of this Agreement to be illegal, invalid or unenforceable, the balance of this Agreement shall otherwise remain in full force and effect with the illegal, invalid or unenforceable term or provision being deleted only to the minimum extent necessary to comply with the holding of such court or tribunal.

9.6 All notices hereunder shall be sent to a Party at the address and to the contact person specified on the signature page for that Party, or to such other address or contact person as the Party may specify from time to time in accordance with the provisions hereof. This Agreement may be executed in counterparts or by facsimile, each of which shall be an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

Cyient Limited

Name:
Title:
Signature:
Date:

Name:
Title:
Signature:
Date: