



NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") executed by and between the parties comes into force on the date mentioned hereinafter/at the conclusion of this agreement:

DynPro India Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its Corporate Office at 501, Raheja Paramount, 138, Residency Road, Bengaluru 560025, Karnataka, India (the "Company") and such persons as set out in Annexure A hereto (the "Employee").

The Company and the Employee are hereinafter individually referred to as a "Party" and collectively as the "Parties", as the context may require.

WHEREAS

- A. Due to the nature of the business of the Company and its clients, and the nature of the Employee's engagement with the Company, the Employee is privy to and has access to the Confidential Information (as defined hereinafter) belonging to the Company and/or its clients; and
- B. To protect the interests of the clients of the Company and to safeguard its business interests, the Company wishes to enter into this Agreement to record the terms and conditions of the disclosure to the Employee of any Confidential Information whether belonging to the Company or the clients of the Company.

NOW THEREFORE, in consideration of the disclosure of the confidential information and the mutual covenants and promises herein contained, the Parties agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the following words and expressions shall have meanings as set out herein below:

- 1.1.1. "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority (as hereinafter defined), directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter;
- 1.1.2. "Business Day" shall mean any day, other than a Saturday or Sunday or public holiday or a day on which commercial banks are required or authorized to close in Bangalore, India.;
- 1.1.3. "Confidential Information" shall mean all information whether commercial, financial, technical or which is marked or otherwise designated to show expressly or by implication to be "confidential", which is disclosed by the Disclosing Party (as hereinafter defined), to the Employee (i) in a documentary or electronic form or other physical embodiment; or (ii) orally or visually. It shall also include, without limitation, information concerning the organisation of the Disclosing Party, strategic business plans, results of testing, finance, product information, method of operation and intellectual property, technology, trade secrets, know-how, formulae, drawings, designs, source code, analytical data, software products, specifications, methods of operation, documents, the identity of the Disclosing Party's employees, customers, customer prospects, suppliers and/or other business contacts (including names, addresses, and telephone numbers of customers, customer prospects, suppliers or other business contacts) and compilations of data and transaction or affairs of the Disclosing Party and computer readable data, object code and source code or notes, extracts, analyses or materials prepared by the Disclosing Party or in possession of the Disclosing Party which are copies of or derivative works of the Confidential Information, or from which the substance of the Confidential Information can be inferred or understood;
- 1.1.4. "Disclosing Party" shall mean the Company and/or any Client of the Company;
- 1.1.5. "HIPAA Standards" shall mean the standards of privacy mandated under the provisions of 45 CFR Part 160 and Subparts A and E of Part 164 of the Health Insurance Portability and Accountability Act (1996) Privacy Rule (Standards for Privacy of Individually Identifiable Health Information) enacted and in force in the United States of America; and
- 1.1.6. "Person" shall mean any natural person, firm, company, joint venture, partnership, association or other entity (whether or not having separate legal personality).

2. CONFIDENTIALITY

- 2.1. Disclosure of Confidential Information. This Agreement applies to all Confidential Information disclosed by the Disclosing Party in connection with its business, commencing from the date of such disclosure. The Confidential Information shall only be used for the specific purpose(s) for which such disclosure has been made. The Employee hereby undertakes to treat and maintain all Confidential Information received from the Disclosing Party in confidence and further undertakes to observe the obligations specified herein below.
- 2.2. Duty of Confidentiality.
 - 2.2.1. The Employee shall hold the Confidential Information in strict confidence and shall not publish, disseminate or disclose any Confidential Information except as expressly authorised in this Agreement or expressly permitted in writing by the Disclosing



Party.

- 2.2.2. In consideration for the disclosure of Confidential Information, the Employee agrees to not commercially use or disclose the Confidential Information or any materials derived therefrom to any third Person other than (i) Persons in the direct employment of the Disclosing Party who are concerned with the business of such Disclosing Party; and (ii) consultants and other professional advisors appointed by the Disclosing Party.
- 2.2.3. The Employee shall not copy, reproduce to writing, duplicate, reverse engineer, reverse compile or attempt to derive the composition or underlying information of any Confidential Information or any part thereof, except as may be reasonably necessary for the business of the Disclosing Party or expressly authorised by the Disclosing Party. All such copies, reproductions or reductions to writing so made shall be the property of the Disclosing Party.
- 2.2.4. Where the information is in the nature of a trade secret, the obligation under this Agreement shall continue so long as such information receives protection as a trade secret under any Applicable Law for the time being in force.
- 2.3. Reasonable Care. With respect to the Confidential Information, the Employee shall use all reasonable precautions as the Employee employs with respect to [his][her] own confidential information and maintain adequate security measures and degree of care to safeguard the Confidential Information received and to prevent such information from falling into the public domain, unauthorized access, copying or use.
- 2.4. Return or Destroy Confidential Information. Upon the completion or termination of his/her employment with the Company, the Employee shall promptly, on a written request from the Disclosing Party, either return any Confidential Information supplied by the Disclosing Party and all copies or extracts thereof or erase or destroy such Confidential Information where it is in a form incapable of return or has been copied or transcribed into another document or recorded in any memory device, within seven (7) days of such request. The Employee shall certify in writing to the Disclosing Party, and where the Disclosing Party is not the Company, to the Company, that it has fully complied with its obligations under this clause.
- 2.5. Unauthorised Acts. The Employee shall (i) promptly notify the Disclosing Party of any unauthorised possession, use or knowledge, or attempt thereof, of any Confidential Information by any Person which may become known to him/her; (ii) promptly furnish to the Disclosing Party full details of such unauthorised possession, use or knowledge, or attempt thereof; (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the re-occurrence of such unauthorised possession, use or knowledge, or attempt thereof of the Confidential Information; (iv) co-operate with the Disclosing Party in any litigation or investigation against Persons deemed necessary by the Disclosing Party to protect its proprietary rights; and (v) promptly prevent a re-occurrence of any such unauthorised possession, use or knowledge of the Confidential Information.
- 2.6. Indemnity. The Employee shall indemnify, defend and hold the Disclosing Party harmless from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Disclosing Party arising out of or as a result of any breach of any of the Employee's obligations contained herein, whether arising in relation to breach of contract, warranty, tort (including negligence) or otherwise.
- 2.7. Public Announcement. The Employee shall not make or permit others to make any reference to the Confidential Information disclosed to him/her or use the name of the Disclosing Party in any public announcement, promotional, marketing or sales material or efforts without the express written consent of the Disclosing Party.
- 3. EXCEPTIONS
- 3.1. The restrictions on the Employee contained in Clause 2 shall not apply to any portion of the Confidential Information where the Employee can demonstrate that such information:
 - 3.1.1. is or has become publicly known through no fault or breach of any of the terms hereof by the Employee;
 - 3.1.2. is already known to the Employee at the date of disclosure by the Disclosing Party with no obligation of confidentiality at the date on which it was disclosed;
 - 3.1.3. is lawfully received from an independent third Person without any restriction and without any obligation of confidentiality;
 - 3.1.4. is independently developed by the Employee without access to or use of the Confidential Information disclosed by the Disclosing Party, provided the Employee can exhibit sufficient documentary proof of such independent development; or
 - 3.1.5. is required to be disclosed pursuant to Applicable Law, provided that the Employee shall immediately upon receiving notice of such action notify the Disclosing Party of such action, to give the Disclosing Party the opportunity to seek a protective order or any other legal remedies to maintain such information in confidence.
- 4. OWNERSHIP
- 4.1. Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Employee, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise or expressly or impliedly in favour of the Employee over any of the Confidential Information disclosed.



- 4.2. The Employee shall not alter any confidentiality notice or any notice of any proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information.

5. NON-SOLICITATION CLAUSE

The Employee shall not without the consent of the Disclosing Party:

- (i) solicit, hire or induce or attempt to solicit, hire or induce, either by [himself][herself] or in conjunction with any Person, any employee, independent contractor or affiliate of the Disclosing Party during the term of this Agreement and for one (1) year thereafter, regardless of the reason for the termination; or
- (ii) Solicit or attempt to solicit any business from any of the customers, customer prospects, suppliers or affiliate of the Disclosing Party during the term of this Agreement, and for twelve (12) months after its expiry for any reason.

6. NON-COMPETE CLAUSE

- 6.1. The Employee shall not, during the term of this Agreement directly or indirectly enter into discussions with, provide information to, or otherwise enter into a contract or accept any obligation with any other Person that is inconsistent or incompatible with the obligations under this Agreement. The Employee warrants that there is no similar contract or obligations in effect as of the Effective Date.

- 6.2. The Employee shall not, after the expiry or termination of this Agreement, agree to compete with the Disclosing Party for a period of one (1) year. This prohibition shall not apply if this agreement is terminated due to breach of terms by the Disclosing Party.

7. NON-CIRCUMVENTION

- 7.1. The Employee hereby wholly and irrevocably binds[himself]/[herself] and guarantees to the Disclosing Party that the Employee shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid or by-pass or obviate the Disclosing Party's interest, or the relationship between the Disclosing Party and himself/herself by means of any procedures or financial instructions for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions or the continuance of pre-established relationships, or to intervene in any relationships with intermediaries, entrepreneurs or initiate any transactional relationship that by-passes the Disclosing Party in favour of any other individual or entity, in connection with the Business.

- 7.2. The Employee agrees not to circumvent or attempt to circumvent this Agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the Employee, whether or not such fees, commissions, remuneration or consideration gained through circumvention would otherwise be deemed the rightful property of Employee.

8. INJUNCTIVE RELIEF

The Employee acknowledges that the Disclosing Party's Confidential Information under this Agreement constitutes unique, valuable and special trade secrets and Confidential Information of the Disclosing Party and that disclosure thereof may cause substantial and irreparable damage to the Disclosing Party for which no adequate remedy exists in Applicable Law. Accordingly, in the event of any such breach or threatened breach, the Disclosing Party shall have the right to seek and obtain specific performance, injunctive relief or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Employee from committing any breach or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law, including a right for damages.

9. COMPLIANCE WITH HIPAA STANDARDS

- 9.1. In relation to the Disclosing Party's Confidential Information, the Employee shall at all times maintain a standard of privacy similar to the standard of privacy contained in the HIPAA Standards.

- 9.2. Any non-compliance with the provisions of Clause 9.1 above shall amount to a breach of the terms of this Agreement, and the Disclosing Party reserves the right to initiate appropriate legal proceedings against the Employee in an event of such non-compliance.

10. NOTICE

- 10.1. All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if (and received three (3) Business Days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, or by facsimile (one (1) Business Day after the dispatch, subject to receipt of a transmission report confirming dispatch) and addressed to the intended recipient as set forth below.

If to the Disclosing Party: DynPro India Private Limited
501, Raheja Paramount,
138, Residency Road,
Bengaluru 560025
Karnataka, India

If to Employee: As stated in Annexure A.



- 10.2. Any Party hereto may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party hereto may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.
11. DISPUTE RESOLUTION
- 11.1. The Parties agree to negotiate in good faith to resolve any dispute between them in relation to or arising out of this Agreement.
- 11.2. Upon the Parties being unable to resolve the dispute as aforesaid, the disputes or differences shall be submitted to final and binding arbitration at the request of either Party upon written notice to that effect to the other Party. In the event of such arbitration:
- 11.2.1. The arbitration shall be in accordance with the Indian Arbitration and Conciliation Act, 1996, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference); and
- 11.2.2. All proceedings of such arbitration shall be in the English language. The venue of the arbitration shall be Bangalore, India.
12. MISCELLANEOUS
- 12.1. Term.
- This Agreement shall become effective on the Effective Date and shall remain in force until the termination of the Employee's employment with the Company and for a period of one (1) after the expiry or termination of the Agreement.
- 12.2. Termination of the Agreement.
- 12.2.1. This Agreement shall terminate either at the end of the term of this Agreement as under Clause 12.1 or if terminated earlier by either Party for any reason whatsoever where the Party terminating shall give a prior written notice of sixty (60) days to the other Party.
- 12.2.2. Such termination shall be without prejudice to all rights and/ or obligations that have accrued before or in respect of such termination.
- 12.2.3. Upon the expiry or earlier termination of the Agreement, the Employee shall cease to use the Confidential Information and return or destroy the Confidential Information as per Clause 2.4.
- 12.3. Enforcement of Rights.
- Where the "Disclosing Party" is a client of the Company, all rights and entitlements accruing to the Disclosing Party shall be enforceable by the Company.
- 12.4. Severability.
- 12.4.1. To the extent that any clause of this Agreement is declared invalid by Applicable Law, the Disclosing Party shall endeavour to amend or substitute such clause with a valid, legal and enforceable clause which shall as far as possible reflect the original intent of the Parties. In the event a clause cannot be amended as may be necessary to make it valid and effective, the provisions of Clause 12.4.2 herein below shall apply.
- 12.4.2. Where any term or clause or portion thereof of this Agreement or its application is held by a court of competent jurisdiction to be contrary to Applicable Law, invalid or unenforceable, such unenforceability, invalidity or illegality shall not affect the enforceability, validity and legality of the remainder of this Agreement (or portion thereof) as if this Agreement had been executed without the invalid clause or term or portion thereof. In the event any clause of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such clause shall in the respect of such jurisdiction remain ineffective to the extent of such invalidity, illegality or unenforceability, but that shall not invalidate the remaining clauses of this Agreement or affect such clause in any other jurisdiction.
- 12.5. Amendment.
- This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by each Party or by their respective authorised representative.
- 12.6. Assignment.
- No Party shall be entitled to assign or transfer or purport to assign or transfer any of their rights and/or obligations under this Agreement, without prior written consent of the other [Party][Parties].



12.7. No third Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and its successors and permitted assigns, and nothing herein expressed or implied shall confer or be construed to confer any legal or equitable rights under this Agreement on any third Person.

12.8. Waiver.

A waiver or any failure or delay by either Party to require the enforcement of the obligations, agreements, undertakings or covenants in this Agreement shall not be construed as a waiver by such Party of any of its rights, unless made in writing referring specifically to the relevant provisions of this Agreement and signed by a duly authorized representative of such Party. Any such waiver shall not affect in any way the validity of this Agreement or the right to enforce such obligation, agreement, undertaking or covenant at any other time. All rights and remedies existing under this Agreement, except as otherwise provided herein are cumulative to, and not exclusive of any rights or remedies otherwise available.

12.9. Cost and Expenses.

Each Party shall bear its own fees and expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby and thereby including without limitation all fees and expenses of agents, representatives, counsel and accountants. Any stamp duty payable in connection with the stamping of this Agreement shall be shared between the Parties.

For DynPro India Private Limited
Signature:

Employee:-
Signature:

Name:

Name:

Title:

Date:

Date:

Address:

This agreement is executed on this _____ day of _____, 20__

ANNEXURE A

I, _____ Son/Daughter of _____
aged about _____ years, residing at above mentioned address for service of notice pursuant to clause 10.1 (hereinafter referred to as the "Employee", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, his/her legal heirs, representatives, administrators, executors and anyone claiming through or under him/her.