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Attachment 12

Attachment 7-A 1 - Non Disclosure Agreement

I, _____, am aware that American Express Travel Related Services Company, Inc. ("**Amexco**") and Syntel, Inc ("**Supplier**") have entered into a Third Amended and Restated Master Services Agreement for application development, maintenance, and related services ("**Agreement**") and I fully understand that it imposes certain obligations on Supplier, some of which are specifically set forth below under the titles "Agreement Excerpts". I further understand that as part of its obligations under the Agreement, Supplier is required to obtain this written agreement from certain individuals, including myself, to further ensure understanding and compliance with these obligations.

In consideration of my future assignment and/ or responsibilities in connection with Supplier's performance under the Agreement, I hereby acknowledge, represent and confirm to Supplier and Amexco as follows:

- (a) I have read the provisions of this Non-Disclosure and understand each of them, agree to them and know of no agreements, obligations or restrictions which prevent or prohibit me from complying with them;
- (b) I shall receive and maintain all Amexco information, perform services, and conduct myself, in all respects during the term of the Agreement and any Schedules and for the requisite periods thereafter, in a manner consistent with these obligations;
- (c) I understand that the "Agreement Excerpts" below are Confidential Information; and
- (d) I agree not to, directly or indirectly, engage in or assist others to engage in, any activity or conduct which violates the provisions of this Non-Disclosure Agreement.

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Agreement Excerpts¹

'Amexco Data' means any data or information of Amexco or their affiliates that is provided to Supplier by or on behalf of Amexco or their affiliates in connection with the negotiation and execution of this Agreement, or is provided to or accessed by Supplier by or on behalf of Amexco or their affiliates or obtained by Supplier in the performance of its obligations under this Agreement, including data and information with respect to the businesses, customers, operations, employees, Amexco facilities, Systems, products, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues, and finances of Amexco or their affiliates. Amexco Data includes any modified Amexco Data and any data or information created, generated, accessed, collected, or processed by Supplier in the performance of its obligations under this Agreement, including service level measurements, initial benchmark results, final benchmark results, asset information, reports, service and product agreements with Persons, contract charges, and retained and pass-through charges but does not include any Confidential Information of Supplier.

'Amexco Service Recipients' means Amexco, Amexco affiliates and Amexco designated parties.

'Confidential Information' means (a) all information of the disclosing party (in whatever form, tangible or intangible) which is marked confidential, restricted, or proprietary, and (b) any other information that is treated as confidential by the disclosing party and a reasonable Person would consider to be confidential whether or not marked confidential, including trade secrets. Confidential Information shall not include information that (i) at the time of disclosure to the receiving party was known to the public through no breach of the Agreement; (ii) the receiving party had in its possession at the time of disclosure by the disclosing party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from disclosing party or with knowledge of confidentiality restrictions; (iii) the receiving party subsequently acquires by lawful means from a third party who is under no obligation of confidentiality to the disclosing party; or (iv) the receiving party subsequently develops without any use of or reference to the Confidential Information, as established by written documentation produced contemporaneously with the development of the information. Notwithstanding any to the contrary in this Agreement (including (i)-(iv) above), in the case of Amexco Service Recipients, Confidential Information shall include developed materials, Amexco Data, Amexco policies, personal information of Amexco Service Recipients' customers, and all information relating to Amexco facilities, development plans, test data, specifications, finances, marketing plans, equipment configurations, data access, security codes, or procedures utilized or acquired, used by or provided to Amexco Service Recipients pursuant to the terms and conditions of this Agreement.

'Person' means any individual, entity, government, state, or agency of a state or any of the foregoing.

'Systems' means equipment, software, infrastructure, networks, facilities, data, and databases.

'Confidentiality Obligations' The receiving party shall not disclose, provide, or otherwise make available any Confidential Information of the disclosing party except as expressly permitted under this Agreement or as expressly authorized by the disclosing party in writing prior to such disclosure. The receiving party shall (a) not use the Confidential Information for any purpose other than as permitted under this Agreement, (b) not copy any part of the

¹ For legibility purposes, the term "Customer" has been replaced with the term "Amexco" in these excerpts.

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Confidential Information except as required to perform its obligations under this Agreement or disclose any part of the Confidential Information to any Person other than its employees, contractors, advisors, or subcontractors who need the information to perform their duties or except as permitted under this Agreement, (c) take reasonable steps to assure that no such employees, contractors, advisors, or subcontractors use or disclose any part of the Confidential Information in violation of this Agreement and bind them to substantially similar confidentiality obligations if not already bound to do so.

'Non- Compete' To further ensure the protection of Amexco's interests in this regard, Supplier shall not, directly or indirectly, assign, utilize, or otherwise permit any key account personnel, any Supplier personnel performing a Key Role (as defined in Exhibit 1 – Terms and Interpretations) or any other Supplier personnel identified by Amexco (where such other Supplier personnel are mutually agreed with Supplier) such as ("Restricted Personnel") to perform services that are similar in form, substance, purpose or intent as Services related to a Strategic Project being provided by Restricted Personnel for any Amexco competitor while such Restricted Personnel perform services pursuant to a statement of work related to a strategic platform and for a period of twelve (12) months thereafter.

'Strategic Projects' Supplier acknowledges that certain services performed for Amexco Service Recipient may relate to past, present or future strategies, plans, business activities, methods, processes and/ or information which affords Amexco or Amexco's affiliates certain competitive advantages. The Amexco project executive shall identify those projects Amexco deems to be competitive or strategic across Amexco's business (each, a "Strategic Project") during planning and management meetings.

I understand that if I threaten to or actually breach or fail to observe any of the obligations set forth in this Non-Disclosure Agreement, Amexco and Supplier shall be subject to irreparable harm which shall not be adequately satisfied by damages. I therefore agree that Supplier or Amexco shall be entitled to an injunction and/or any other remedies permitted, to ensure and enforce my compliance with these obligations in the unlikely event I do not comply with them; provided, however, that no specification herein of any particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any legal or equitable remedies.

By: _____

Title: _____

Date: _____