

CONFIDENTIALITY UNDERTAKING



To: **Accenture Solutions Private Limited**

During the course of **SCORG International consulting Pvt.Ltd ("Service Provider")** providing Manpower, Contract staffing services related services {"Services"} to Accenture, under the agreement dated 2nd November 2020 ("Agreement"), Mr. /Ms _____ as an employee /resource of Service Provider deployed to render Services for Accenture and/or its client(s) ("Resource") may/will have access to/gather/obtain/come into contact with Confidential Information (as defined below) and hence undertakes to abide by the confidentiality obligation as mentioned under this undertaking ("Undertaking"). For the purpose of this Undertaking, Confidential Information shall mean any information in oral and/or written form that (a) relates to past, present and future research, development, business activities, products, customers and services, and (b) has been identified, either orally or in writing, as confidential by Accenture or its client, or which a reasonable person would understand to be confidential (c) any proprietary, copyrighted and/or trade secret information of Accenture , client(s), third party(ies).

Accenture; Service Provider and the Resource are collectively referred to as "Parties" and individually as

1. In connection therewith, the Service Provider and Resource in his/her individual capacity agree as follows:
 - a. Service Provider and Resource shall treat all Confidential Information in the course of the performance of Services, as confidential, regardless of when it is disclosed or obtained and the form in which it is disclosed or obtained;
 - b. Service Provider and Resource shall not disclose Confidential Information in any manner to anyone other than persons within the Resource's organization who have a need to know in relation to Services and who have acknowledged In writing the obligations hereunder and have agreed to abide by the terms hereof. Under no circumstances, will the Resource disclose the Confidential Information to any third party without Accenture's prior written consent.
 - c. Service Provider and Resource shall prevent the unauthorized disclosure or use of any Confidential Information;
 - d. Resource shall immediately inform Service Provider and report in writing any unauthorized disclosure or use of the Confidential Information of which they become aware; and shall provide all reasonable assistance to Accenture at the Service Provider's expense to bring about the cessation of such unauthorized use or disclosure.
 - e. Service Provider and Resource shall not reproduce in whole or part without Accenture's express written consent, any material containing the Confidential Information, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts (the "Materials");
 - f. Service Provider and Resource shall promptly deliver up to Accenture, at request, and in any event upon the completion of the Services, all Materials supplied by Accenture incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any Materials prepared by Resources and Service Provider , or recorded in any memory device.



- g. Service Provider and Resource shall disclose the Confidential Information only to those of my fellow employees concerned with the performance of Services and who have prior to such disclosure entered into an agreement with you in the same form as this letter of Undertaking or in such other form as may be approved by Accenture;
 - h. Service Provider and Resource shall not use the Confidential Information for any purpose other than for the performance of Services or in any way which would be harmful to Accenture.
2. Resources and Service Provider further acknowledge that all Materials incorporating the Confidential Information shall be and remain the property of Accenture. Any copies of the Materials and /or Deliverables shall become your property and shall include a notice stating that copyright and all other intellectual property rights of whatever nature in the Materials are vested in Accenture. Resources and Service Provider shall comply with at all times with the policy and procedure and security provisions in effect from time to time at Accenture's premises or any Accenture client's premises, with respect to access to premises, and all materials belonging to Accenture or its clients.
 3. The aforesaid obligations of confidentiality shall not apply to any portion of the Confidential Information where Resources and Service Provider can satisfactorily document and demonstrate that the Confidential Information concerned (i) is or has become publicly known through no fault of Resource or Service Provider or fellow employees, or (ii) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality, (iii) is independently developed by me without access to or knowledge or use of the Confidential Information.
 4. Service Provider and the Resource acknowledge that the Confidential Information disclosed and/or made available to them hereunder is valuable to Accenture and that any threatened or actual breach of this Undertaking and/or Agreement would cause irreparable injury to Accenture, for which monetary damages would be inadequate. Accordingly, Service Provider and the Resource agrees that Accenture shall have the right to an immediate injunction enjoining any such breach or threatened breach of this Undertaking and Agreement Service Provider and the Resource agree to be liable for damages and be responsible for any/all costs, including but not limited to attorney fees, incurred by Accenture in any action enforcing the terms of this Undertaking and the Agreement.
 5. In the event, Accenture and/or its client required the Resource(s), Resources to work from his/her respective Home/Residence, the Resources and Service Provider agrees to abide by the following terms at all times and during such period the Resource is working from his/her respective Home/Residence: -
 - i) The Undertaking shall continue to apply in full force and effect while the Resource is performing Services from his/her respective Home/Residence.
 - ii) Service Provider and Resource acknowledge and agree that "Home" or "Residence" shall mean the Resource's place of residence as per Service Provider records. Resource shall ensure that this "Home" or "Residence" address remains consistent through the period of work from Home arrangement and shall make no change to it without seeking prior approvals from the Service Provider.
 - iii) Service Provider and Resource shall not disclose Confidential Information in any manner to anyone other than persons within the Resource's organization who have a need to know in



Relation to Services and who have acknowledged in writing the obligations hereunder and have agreed to abide by the terms hereof. Under no circumstances, will the Resource disclose the Confidential Information to any third party without Accenture's prior written consent.

iv) Given the nature of Services involved, Service Provider further acknowledges and agrees to:

- a. have adequate information security mechanisms in place so that the information security protocols and requirements for Accenture are not compromised;
- b. appropriate encryptions and control-protocols to ensure that printing and copying features are disabled, including but not limited to print screen;
- c. ensure that the Resource works in a private space, behind closed doors keeping the nature of Services in mind;
- d. sensitive the Resource about the obligations under the Agreement that the Resource needs to abide by at all times In the course of performing Services, including but not limited to restriction In taking photographs/videos/ screenshots/ printout via any devices (mobiles, Camera etc.)
- e. sensitive and inform the Resource that the Resource needs to : (a) promptly notify the Service Provider in writing, in the event of any unauthorized use or disclosure of Confidential Information and (b) provide all reasonable assistance to the Service Provider to ensure immediate di5continuation of such unauthori2ed use or disclosure.
- f. Sensitize that personal/ shared/ public computers are not used by Resources. Only Service Provider-owned workstations/systems are used by Resources. Service Provider shall continue to be responsible in managing the patching, anti-virus and pre-boot full disk encryption controls for these workstations / vstems used by the Resources to enable continued Services for Accenture.
- g. Two factor-authentication are used for connecting from Home to related applications/servers used in accessing/processing data \n connection with Services.

d. The Service Provider and the Resource agree that they shall continue to be bound by the terms of this Agreement (including this Undertaking) till such time this Agreement is in full force and effect.

For and on behalf of:

< SERVICE PROVIDER COMPANY>	< SERVICE PROVIDER RESOURCE >
SIGNATURE :	SIGNATURE :
AUTHORISED REPRESENTATIVE: LUV KOTHARI	NAME:
TITLE : HEAD-OPERATIONAL	TITLE
DATE :	DATE

