**Non-Disclosure and Confidentiality Agreement**

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered and is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”/ DOJ ) by and between

**Zensar Technologies Limited** a Company organized and registered under the laws of India having its registered office at Zensar Knowledge Park Kharadi, Plot # 4, MIDC Pune 411014 Maharashtra India hereinafter referred to as “Zensar” which expression unless repugnant to context or meaning thereof shall mean to include its subsidiaries and affiliates, successors and assigns of the First Part.

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_** (insert the name of the individual), an adult, having his/ her permanent address at \_\_\_\_\_\_\_\_\_\_\_\_ (address) and permanent account number(PAN) as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as “the Employee” which expression unless repugnant to context or meaning thereof shall mean to include his/her successors and assigns of the Second Part.

WHEREAS the Employee will have access to /has requested Zensar and /or is required by Employee, and Zensar has agreed, to disclose to it, certain “Confidential Information” and “Proprietary Information”, as defined hereinafter, to enable the Employee to have insight of Zensar (hereinafter referred to as “the Purpose”) and Zensar wishes to protect such information in the manner set out in this Agreement.

AND WHEREAS in consideration on these presents and to protect and preserve Zensar’s “Confidential Information” and/or “Proprietary Information” that may be disclosed to the Employee in the course of employment / seeking and / or availing services from the Employee, the Employee hereby agrees and covenants to protect, preserve and not to disclose such Confidential and/or Proprietary information of Zensar to any third party or otherwise use them for the purpose other than for which it has been made available, on the terms and conditions mentioned herein below:

1. **Definition of Confidential information**

For the purposes of and throughout this Agreement, “Confidential Information” means and includes without limitation, any information that may be disclosed, either directly or indirectly, in writing or orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) or which the Employee becomes privy to, in the course of discharging the duties under the employment with Zensar, irrespective of the fact whether such information is marked as confidential or not, including (a) confidential and/or proprietary trade secrets of Zensar and/or all other information belonging or relating to the Zensar’s business or its Customers that is not generally known; (b) Zensar’s products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of Zensar, business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third parties; (d) the terms and conditions of this Agreement (e) any information which could have an impact on the market price of the securities of the Company and/or (f) any such information which could be treated as Unpublished Price Sensitive Information under any rules and regulations, for the time being in force.

Confidential Information excludes information that: (i) can be shown with documents as already known to the Employee at the time that it is disclosed to the Employee ; (ii) is in or comes to public domain through no fault, wrongful act or breach of this Agreement on the part of the Employee; (iii) has been rightfully received from a third-party without restriction on disclosure and without breach of this Agreement; (iv) has been approved in writing for disclosure by Zensar; (v) has been disclosed pursuant to a requirement of government agency or law;

Proprietary Information shall also include any and all patent, trademark, copyright, trade secret

and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements and modifications thereto and derivations therefrom.

**2. Grant of Access and Limitation on Use**

The Employee expressly agrees to use any Confidential Information disclosed by Zensar

only as provided in this Agreement and understand that any unauthorized disclosure or misuse of the Confidential Information of Zensar may result in substantial and irreparable damage to Zensar.

The Employee further agrees and undertakes to hold the Confidential and/or Proprietary Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third parties or to use such information for any purposes whatsoever except under requisition of compulsory legal requisition.

The Employee agrees:

1. That all Confidential Information acquired by the Employee from Zensar or otherwise becomes available to him/her in the course of employment with Zensar, will be and will remain the exclusive property of Zensar.
2. That information provided by Zensar is only for the purposes of discharge of duties by the Employee and that the Employee will not use any or all of the Confidential Information in any other manner whatsoever.
3. That the Employee will not in any manner or at any time disclose, disseminate, publish or otherwise provide, either orally or in written manner, to any employee, agent, contractor, firm, corporation, organization, or entity etc., any Confidential Information, except to such employees, agents or contractors who have an express need to know such information in order to carry out their duties.
4. That the Employee will treat Zensar’s Confidential Information with the same procedures and precautions the Employee would use to protect its own information that it does not wish to be disclosed from unauthorized disclosures or other misuse.
5. That the Employee does not intend nor will it directly, or indirectly, export or transmit any Confidential Information or Materials to any country to which such export or transmission is restricted by regulation or statute.
6. To return promptly to Zensar or destroy any copies of such Confidential Information in written, graphic or other tangible form upon completion of the aforesaid purpose or immediately on Zensar’s request.
7. Will not deal directly or indirectly in the securities of the Company based on any of the confidential / proprietary information and shall abide by Zensar’s Code of Fair disclosure, Internal procedures and Conduct for Regulating, Monitoring and Reporting of Trading by Insiders and relevant SEBI regulations, as amended from time to time and would keep herself/himself updated on his/her own accord, about any amendments therein.
8. Will abide by the Code of Conduct and Business ethics, as amended from time to time.
9. Notwithstanding anything contained in this Agreement, the confidentiality obligations set forth herein will continue notwithstanding the termination of employment, engagement partnership or business relationship with Zensar or any and all individuals who received the Confidential Information in terms of this Agreement.

**3. Ownership of Confidential Information**

All Confidential and/or Proprietary Information remains the property of Zensar including (a)

copyrightable or copy righted material, any translations, abridgments, revisions or other form in which an existing work may be recast, transformed or adapted; (b) patentable or patented material, any continuation, re-issuance or improvement thereon; and (c) material which is protected by trade secret and, any new material derived from such existing trade secret material, including new material which may be protected by, copyright, patent and/or trade secret law. Disclosure of information by Zensar to the Employee does not grant any express or implied right to the Employee to or under the original party’s patents, copyrights, trademarks or trade secret information.

**4. Nature of Obligation**

The Employee acknowledges and agrees that Zensar would suffer irreparable harm in the event that the Employee breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate Zensar for such breach. The Employee agrees that in such circumstances, Zensar shall be entitled, in addition to such monetary relief or other applicable remedies, to injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by the Employee, without showing or proving any actual damages sustained by Zensar. The Employee hereby unconditionally waives the right to contest such injunctive or other equitable relief in the courts of law.

In the event of a breach of the terms and conditions set forth in this Agreement by the Employee, the Employee shall indemnify Zensar from and against all damages, losses, costs and expenses suffered incurred by Zensar due to such breach. Nothing herein shall be construed as to prohibit Zensar from pursuing any other legal remedies available in respect of a breach or threatened breach of the terms and conditions set forth in this Agreement.

1. **Assignment**

This Agreement and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by the Employee. Any act in derogation of the foregoing shall be null and void and without effect.

1. **Governing Law**

This Agreement will be governed in accordance with the laws of India and courts at Pune shall have exclusive jurisdiction to try any matters arising out of this Agreement.

1. **Entire Agreement**

This Agreement is the entire agreement with respect to the nondisclosure of Confidential Information described in the Agreement and supersedes all prior agreements, representations and understandings whether oral or written with respect to the Subject matter hereof.

1. **Term and Termination**

This agreement will remain in force, following the Effective Date, till the time the Employee is associated with Zensar, in any form whatsoever and for a period of at least 6 months thereafter. This Agreement may be terminated by Zensar upon (10) days prior written notice to the Employee otherwise this Agreement shall stand automatically terminated upon cessation of employment / engagement with Zensar.

Upon expiration or earlier determination of this Agreement, the Employee agrees to return promptly to Zensar all copies of any documents, materials, notes, data, programs, or software containing Confidential Information in the Employee’s possession or control.

Notwithstanding the expiration or earlier termination or early termination of this Agreement, the obligations of confidentiality set forth in this Agreement will survive such expiration or earlier termination of this Agreement and will be binding on agents, successors and assigns of the Employee to whom the Confidential and/or Proprietary Information was disclosed in terms of this Agreement.

**9. Miscellaneous**

This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or

acquiescence on the part of either party its agents, or employees, but only by an instrument in writing signed by an authorized officer of either party.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees.

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized

representatives to execute and enter this Agreement.

**Zensar Technologies Limited**

**­­­­­­­­­­­­­­­For Witness For Applicant:**

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_