



EXHIBIT _____

NON- DISCLOSURE AGREEMENT

I, Swathi Srinivasa Murthy currently residing at 7575 Frankford road, #3325, Dallas, Texas-75252 with permanent residence at, 7575 Frankford road, #3325, Dallas, Texas-75252, this 4/2/2019, having been assigned under the Independent Vendor Agreement ("Agreement") dated _____ by and between Hexaware Technologies Inc, (hereinafter referred to as Hexaware) having its registered office at 101 Wood Avenue South, Suite 600, Iselin, NJ 08830, USA and _____ ("Vendor") agree to the following terms with respect to providing Services to the Client as referred in the Agreement:

During and after my engagement with Hexaware with respect to providing Services to the _____ ("Client"), I will not disclose or use any knowledge or information of an unpublished, confidential, proprietary, or trade secret nature generated or otherwise acquired by me from Hexaware and the Client. . During and after my engagement with Hexaware, I will keep all such knowledge and information confidential.

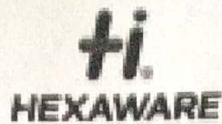
At the conclusion of my engagement with Hexaware, or on demand at any time during my engagement, I will immediately return to Hexaware any drawings, writings, prints, documents, computer media, samples, prototypes, parts, or anything else containing, embodying, or disclosing any of Hexaware's or the Client's unpublished, confidential, proprietary, or trade secret information that are in my possession or subject to my control. I understand that all such materials, whether generated by me or by others, shall at all times remain property of Hexaware or the Client. Upon Hexaware's or the Client's request, I will execute any instrument, documents, that are appropriate to give full legal effect to the provisions of this Section for no additional consideration.

I understand that unauthorized disclosure or use of Hexaware or the Client's unpublished confidential, proprietary, or trade secret information is likely to cause irreparable harm to Hexaware or the Client. . I agree to notify Hexaware or the Client immediately upon discovery of any unauthorized use or disclosure of the Information or any other breach of this agreement, and I shall cooperate with Hexaware or the Client in every reasonable way to help Hexaware or the Client to recover possession of the Information and prevent its further unauthorized use or dissemination. I agree that Hexaware or the Client shall be entitled to, individually or jointly, an injunction restraining such unauthorized use of disclosure without (i) proof or irreparable harm or (ii) posting an injunction bond.

I have not been promised, and I shall not claim, any additional or special payment or compensation for such assignments and for compliance with the other covenants and agreements herein contained. I shall not directly discuss with the Client on the salary or rates agreed under the Contract or any other issue apart from providing Services under the Agreement.

***Covenant against Disclosure:**

In addition to all other obligations with respect to the observance of the local government security regulations, I understand that it may be desirable or necessary for the Hexaware or the Client to disclose to me information relating to the technology, systems methods of operations, products, and business data of Hexaware or the Client and, I therefore agree as follows:



(a) To accept and retain such data and information in complete confidence and, at all times during or after the termination of my employment, not to disclose or reveal such data or information to others and refrain from using such data for purposes other than those purposes authorised in writing by the Hexaware.

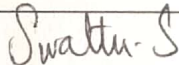
(b) Not to directly or indirectly publish, communicate, divulge, or describe to any unauthorized person nor use, claim, patent, or copyright any such data or information during the term of my employment or at any time subsequent thereto without the prior written consent of the Hexaware.

(c) To keep the contractual relationship of the Hexaware with the Client Confidential and not to disclose it to any third party.

***Agreement Not to Compete:** Since I am employed in a position in which I may have intimate and complete knowledge of the operations, products, services, systems, methods and trade secrets of Hexaware and / or the Client , many of which are unique, patented, and specially developed by Hexaware and / or the Client and allow Hexaware to effectively compete in its business, I hereby agree that during my term of employment with Hexaware, I will not directly or indirectly, either as principal, agent, employee, representative, consultant, or in any other capacity, contact, communicate with, or have any other business dealings with the Client , as defined in the Purchase Order, with whom I have had any contact, communications, or business dealings with during my provision of services with Hexaware under the Agreement, except as specifically authorized by Hexaware.

I also agree that for a period of one (1) year after my termination of employment with Hexaware, I will not accept any employment, contact, communicate, or have any business dealings with, either directly or indirectly, with the Client.

The failure of Hexaware to exercise its rights under or insist upon strict performance of the provision of the Agreement shall not operate as a waiver thereof or preclude Hexaware from exercising its rights.

Signature: 
Print Name: Swathi Srinivasa Murthy
Date: April 2, 2019
Place: Dallas, Texas