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| Legal and compliance | Document Title: Non-Disclosure Agreement and Data Privacy Obligation |
| Document ID: _____ | Document Version: 1.1 |

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is entered into as of the ____ day of _____ (the “Effective Date”) by and between

Full name and Address of the employee

swetha kusampudi

75-4-1, Rangoon saheb street, bhavanipuram

vijayawada

(hereinafter referred to as “**Undersigned**”)

and

AXA Business Services Pvt. Ltd.

Having its registered office at 1st and 2nd floor, MFAR Manyata Tech Park, Phase IV, Rachenahalli Village, Nagawara, Bangalore - 560045

(Hereinafter referred to as “**AXA**”/ “**the Company**”)

Both the Undersigned and AXA shall be collectively referred to as “Parties”)

The Undersigned is aware that as a Permanent / Contract / Temporary employee of AXA, he/she may have opportunities to view Confidential Information as well as Personal Data as defined below (Confidential Information and Personal Data hereinafter collectively referred to as "Information") about AXA, its affiliates, customers, and employees.

Hence, in consideration of the undersigned’s employment or engagement by the AXA and the covenants and mutual promises contained herein, the Parties agree as follows:

1. Confidential Information

The term “Confidential Information” as used in this Agreement shall mean any data, information, or knowledge disclosed by the AXA to the undersigned and not generally known to the public, including but not limited to:

- a.** business or operational plans or activities, existing or contemplated markets, advertising initiatives, methods of operation, products, or services;
- b.** customer or vendor lists, cost of goods or services, profits and losses, budgeting, past or future sales, or financial information;
- c.** schematics, designs, software source or object code, compressed or uncompressed binaries, inventions, patents or patent applications or illustrations;

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- d. existing or contemplated designs, models or platforms, formulas, research, notes, or analytical data;
- e. management, board of directors, affiliates, vendors, customers, employees, or third-party contractors;
- f. history, entity structure, accounts, or goodwill; copyrights, trademarks, trade secrets, patents, trade names, moral rights, or any other tangible or intangible rights, whether registered or unregistered;
- g. technical systems, processes, methods, algorithms, computational schemas, know-how, or trade secrets;
- h. employees, salaries, job related functions, duties or responsibilities, written, auditory or electronic communications;
- i. any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the AXA or the AXA's management, board of directors, affiliates, suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or
- j. Any other information of any of whatever kind and nature that the AXA desires to maintain confidential.

2. Exclusions to Confidential Information

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by the undersigned;
- b. If the information is or was received by the undersigned from a third-party source which, to the best knowledge of the undersigned, is or was not under a confidentiality obligation to the AXA with regard to such information;
- c. If the information is disclosed by the undersigned with the AXA's prior written permission and approval;
- d. If the information is independently developed by the undersigned prior to disclosure by the AXA and without the use and benefit of any of the AXA's Confidential Information; or
- e. If the undersigned is legally compelled by applicable law, by any court, governmental agency, or regulatory authority or subpoena or discovery request in pending litigation, but only if, to the extent lawful, the undersigned gives prompt

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written notice of that fact to the AXA prior to disclosure so that the AXA may request a protective order or other remedy, the undersigned may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

3. Personal Data

Personal data means any data relating to an individual (natural person) who is or can be identified either from the data or from the data in conjunction with other information).

4. Obligation to maintain confidentiality of Information

- a. The undersigned agrees to retain the Information in strict confidence, to protect the security, integrity, and confidentiality of such Information and to not permit unauthorized access to or unauthorized use, disclosure, publication, or dissemination of Information except in conformity with this Agreement.
- b. the Information is and will remain the sole and exclusive property of the AXA or its respective owners and will not be disclosed or revealed by the undersigned, except (i) to other employees of the AXA who have a need to know such Information and agree to be bound by the terms of this Agreement or (ii) with the AXA's express prior written consent.
- c. the undersigned agrees that, in the event the undersigned must download, access, process, transfer or otherwise communicate the Information, the undersigned will comply with all applicable data privacy laws and regulations and shall not, directly or indirectly, deal with the Information in violation of such laws and regulations.
- d. Upon session of employment, the undersigned will ensure that all Information and documents, memoranda, notes and other writings or electronic records prepared by the understanding that include or reflect any information in the undersigned's actual or constructive possession are returned to the AXA before the last working day.
- e. The obligation not to disclose the Information shall survive even after the termination of undersigned's services from AXA and at no time will the undersigned be permitted to disclose the Information.

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5. Prohibition of Insider Trading

The Undersigned may also have access to confidential “inside” information about AXA or its affiliates and / or about companies with which the Company does business that is not known to the investing public. The undersigned must treat such information as confidential and if the information is such that a reasonable investor would consider it important in reaching an investment decision, then the undersigned shall not buy or sell securities of the AXA Group or other company in question or give this information to another person. Further, you shall familiarize with the AXA Group Compliance and Ethics Guide along with Group’s insider trading policy and abide by it. In addition to the restrictions set forth in insider trading policy, you should note that (i) section AXA’s Compliance and Ethics Guide prohibits misuse of confidential information about AXA or obtained from AXA; and (ii) AXA’s Ethical wall policy prohibits trading in securities of quoted companies outside the AXA Group on the basis of material non-public or “inside” information that you may obtain about those companies in connection with your employment or other duties with the Company.

6. Disclaimer

There is no representation or warranty, express or implied, made by the AXA as to the accuracy or completeness of any of the Information.

7. Remedies

The undersigned acknowledges that use or disclosure of any Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the AXA shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Information. AXA shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the AXA under this section, AXA shall be entitled to recover its attorney’s fees and costs from the undersigned.

8. Term

This Agreement shall be in force during the tenure of employment of the undersigned as well as after the session of employment unless the written agreement is executed between the Parties to terminate this Agreement.

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9. Amendment

This Agreement may be amended or modified only by a written agreement signed by both of the Parties.

10. Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the India without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

The Undersigned

Full name of the employee: swetha kusampudi

Employee ID: E19463

Signature *swetha k*

4th oct 2021

AXA Business Service

Name: _____

Title: _____