

Proprietary Rights, BYOD and Non-Disclosure Agreement

Name of Receiving Party:

_____, (hereinafter referred to as the
"Receiving Party")

PAN Number:

Date:

This Agreement, made as of the above date, by and between receiving party identified above and Coditas Solutions LLP. having its registered office at Bhairav Estate, Viman Nagar, Pune-411014. (INDIA), (hereinafter referred to as the "Company"). Whereas the Company is engaged in the business of providing various Technical Services to its customers worldwide and.

Whereas the Company is usually required to sign a Non-Disclosure Agreement with its Customers, the violation of which can cause great monetary loss, irreparable loss of reputation and injury to the Company and even otherwise business ethics and practice requires the Company to keep all proprietary information confidential and;

Whereas such Non-Disclosure Agreements with its Customer often require the Company to execute a Non-Disclosure Agreement with its receiving parties and; Whereas receiving party is employed by the Company on such a Salary and terms and conditions as stipulated in his / her letter of Appointment and Letters of Increment and / or Promotion issued subsequently and;

Whereas the receiving party identified above is the recipient of Proprietary and Confidential Information, as defined below from the Company and its various Customers from time to time and;

Whereas "Parties" or "Party" shall mean "receiving party" and/or Company, as the case may be.

Now, therefore, in consideration of the foregoing and the mutual covenants, terms and conditions hereinafter expressed, the receiving party hereby agrees as follows:

The receiving party may bring his/her own device for official work in company premise. The receiving party agrees that he/she will be wholly responsible for the installed software or data on the laptop. The company will not be liable for any pirated or unauthorized software license usage. The receiving party also agrees not to store any company or client data on the personal device.

All users using BYOD having an antivirus/antimalware installation on their system is their responsibility and is a must to operate any company related data. They also need to share a screenshot with the signed copy of the antivirus policy.

1. Proprietary Information – Definition

1.1 “Proprietary Information” shall include, but will not be limited up to

- a) All Computer programs (including object and source code), software processes, systems writing, technical know-how, or ideas belonging to the Company and/or its Customers,
- b) All manuals, systems documentation, confidential reports, email and all other correspondence, memoranda, documents, or other materials of the Company and/or its Customers,
- c) All communication, business plans, and other material of the Company and/or its Customers,
- d) All ideas, processes, methods, programming aids and tools, reports, programs, manuals, improvements, enhancements, modifications thereto, developed, prepared, conceived, made or suggested by the receiving party and/or by the Company (collectively referred to as Work Products)
- e) Any other material or information that is marked as “Confidential” or otherwise disclosed under circumstances that one would reasonably expect it to be “Confidential”.

Proprietary information shall not include information: That is presently in public domain,

1. Which hereinafter becomes a part of the public domain except as a result of the acts or omissions of the Company and/or its Customers, that is disclosed pursuant to a judicial order.
2. receiving party acknowledges and agrees that Proprietary information constitutes a trade secret and has great value to the Company and/or its Customers.
3. Proprietary Information will be used by the receiving party solely for the purpose of performing services for the various projects which will be assigned to the receiving party, during his /her tenure with the Company.

4. receiving party shall, in no case, copy, distribute, disclose, sell, commercially exploit, or otherwise make use of Proprietary Information, except by prior written authorization of an Executive of the Company who is a Director in the Company.
5. receiving party shall not remove Proprietary information from the Company Office or work-place where the Customer's work is being carried out, except by prior written authorization of an Executive of the Company who is a Director in the Company.
6. receiving party will return to the Company all Proprietary Information, including copies on paper, hard drive, disk, CD/DVD, tape and / or other media, upon completion or termination of any project or upon cessation of his or her tenure with the Company.
7. receiving party certifies that his / her tenure with the Company will not breach any agreement to keep in confidence the Confidential or Proprietary information of a former employer, client or third party, and that the receiving party will not bring to the Company any such information.
8. receiving party agrees that violation of any material respect of this Agreement would cause the Company and/or its Customers irreparable injury of which it would have no adequate remedy at law and, in the event of any such violation, the Company will be entitled to preliminary and other injunctive relief in addition to other remedies to which the Company may be entitled at law or in equity. In the event if any such violation of this Agreement by receiving party shall be liable for any loss, financial or otherwise suffered the Company.
9. Any company or other entity, including individuals to whom the Company has provided the products and services at any time during the receiving party's tenure with the Company. "Prospective Customer" as used in this Agreement shall include any Company or other entity, including individuals, with whom the Company has had any discussions or negotiations concerning the Company's provision of the products and services at any time during the receiving party's employment with the Company. "Obtained", "solicited" and "contacted" as used in this Agreement, shall be interpreted liberally to protect the Company's interests.
10. The receiving party agrees that during the term of this Agreement and for a period of (2) two years immediately following the termination of his/her employment with the Company, he shall not contact or solicit by any means whatsoever, whether directly or indirectly, personally, by agent or representative, any receiving party of the Company for the purpose of offering or providing employment, or otherwise inducing any receiving party to discontinue his or her employment with the

Company.

11. This Agreement contains the entire Agreement between the receiving party and the Company, and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the parties hereto. This Agreement supersedes any prior Agreements or understandings between the parties relating to the matter of Proprietary Rights and/or Non-Disclosure.
12. This Agreement is made under and shall be construed according to the laws of India. receiving party agrees to submit to the jurisdiction of the Courts of either Pune (Maharashtra State).
13. The Agreement shall remain current and in force, irrespective of whether receiving party is under employment of the Company.

For Coditas Solutions LLP.

Authorised Signatory

Date:

Signature:

Receiving party:

Name:

Date:

Signature: