

## NON-DISCLOSURE AGREEMENT ("AGREEMENT")

I hereby acknowledge and understand that my continued engagement with **SHAKUMBHARI ENTERPRISES**. is conditional to the following terms, by which I agree to be bound:

1. During the course of my work, I understand that I shall have access to and come into possession of assorted confidential and proprietary information in relation to **SHAKUMBHARI ENTERPRISES**. or **SE**. This information may relate to various issues including, but not limited to:
  - business strategies, marketing and sales information;
  - financial information, including accounting records;
  - banking information;
  - dealings with regulatory agencies;
  - IT infrastructure, network architecture;
  - SHAKUMBHARI ENTERPRISES and/or SHAKUMBHARI ENTERPRISES customer pricing, service levels and customer contracts;
  - SHAKUMBHARI ENTERPRISES and/or SE' information including, but not limited to, banking records, passwords, and health information;
  - tax status and strategies;
  - records on employees, performance metrics and compensation information;
  - SHAKUMBHARI ENTERPRISES's vendor information;
  - information that may be oral, written, or in electronic form;
  - quality control measures;
  - intellectual property and trade secrets; and
  - Any other information that may be specifically classified by SHAKUMBHARI ENTERPRISES. or SE as "Private and Confidential".

(Any and all of the above, collectively referred to for purposes of this agreement as the "Confidential Information").

2. I understand and agree that Confidential Information is extremely critical to SHAKUMBHARI ENTERPRISES and its customers' business and I undertake that I shall at all times during the term of my employment with the SHAKUMBHARI ENTERPRISES and thereafter, hold in strictest confidence, and not use or divulge to any person, any Confidential Information or part thereof belonging to or relating to SHAKUMBHARI ENTERPRISES or any of its customers that I may have access to. I also agree not to use (other than in the course of performing the services as an employee of SHAKUMBHARI ENTERPRISES) or to derive any personal gain from such Confidential Information. In addition to the aforesaid, I hereby undertake that I will not either willfully or through any other act, omission or negligence, share, distribute, disclose or cause or induce any other person to share, distribute or disclose either verbally, electronically or in writing any such Confidential Information to any person other than those permitted by SHAKUMBHARI ENTERPRISES to have such Confidential Information, without the prior written consent of authorized representatives of SHAKUMBHARI ENTERPRISES. Notwithstanding any provisions of this Agreement to the contrary, I may disclose any Confidential Information

Employee Signature

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to the extent required by applicable Law only if, prior to the disclosure, to the extent permitted by Law, (a) I deliver to SHAKUMBHARI ENTERPRISES notice to such effect promptly after receipt by me of a request for disclosure and (b) I take reasonable actions, and provide reasonable assistance to SHAKUMBHARI ENTERPRISES, to secure confidential treatment of the Confidential Information by a protective order or otherwise.

3. Notwithstanding the aforesaid, I agree and undertake that I shall, on becoming aware of any breach of the confidentiality of the Confidential Information or part thereof, as contemplated hereunder, immediately inform SHAKUMBHARI ENTERPRISES.
4. I agree that in consideration for the benefits accruing to me by virtue of my employment with SHAKUMBHARI ENTERPRISES and Client's grant of permission to be engaged with it, as between me and SHAKUMBHARI ENTERPRISES, all work product or other intellectual property developed or created by me during the term of my employment with SHAKUMBHARI ENTERPRISES (including, but not limited to, copyrights, trademarks, patents, designs, computer software or business models) shall be the sole and exclusive intellectual property of SHAKUMBHARI ENTERPRISES or its customers and considered a "work for hire" where applicable. Without prejudice to the above, it is agreed that this letter shall operate as a perpetual, irrevocable, worldwide written assignment in favor of SHAKUMBHARI ENTERPRISES, in consideration for the benefits accruing to me by virtue of my employment with SHAKUMBHARI ENTERPRISES of any right, title or interest (that exists now or may exist in the future) that I may have in respect of such intellectual property. I acknowledge that SHAKUMBHARI ENTERPRISES or its customers and their successors and assigns shall have the right to obtain and hold in their own names any such intellectual property and I agree to execute any documents or take any other actions as may reasonably be necessary, or as SHAKUMBHARI ENTERPRISES may reasonably request, to perfect SHAKUMBHARI ENTERPRISES or a Client customer's ownership of any such intellectual property. I acknowledge that notwithstanding the provisions of any applicable law, the assignment shall not lapse nor the right transferred therein revert to me even if SHAKUMBHARI ENTERPRISES or its assigns do not exercise the rights under assignment within a period of one year from the date of assignment. I agree not to take any steps against SHAKUMBHARI ENTERPRISES or its assigns under the said applicable act.
5. I agree that at the time of termination of my employment with SHAKUMBHARI ENTERPRISES, I will return to SHAKUMBHARI ENTERPRISES (and will not keep in my possession, recreate or deliver to anyone else) any and all Confidential Information belonging to SHAKUMBHARI ENTERPRISES and/or its customers and all copies thereof in my possession or under my control.
6. I agree and acknowledge that it may be extremely difficult to measure in money the damage to SHAKUMBHARI ENTERPRISES and its customers of any failure on my part to comply with this Agreement, that the restrictions and obligations under this Agreement are material, and that, in the event of any failure on my part in complying with the terms hereunder, SHAKUMBHARI ENTERPRISES and its customers could suffer irreparable harm and significant injury, which may not be capable of being compensated in terms of money. I therefore agree, that should SHAKUMBHARI ENTERPRISES find me in breach of any of the provisions of this Agreement, SHAKUMBHARI ENTERPRISES shall be entitled to seek the issuance of an injunction or other restraining order or to the enforcement of other equitable remedies

Employee Signature

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against me to compel performance of the terms of this Agreement without the necessity of showing or proving it has sustained any actual damage. I understand that willful disclosure of Confidential Information amounts to an offence under the applicable law and other international rules and laws and could lead to imprisonment. This will be in addition to and without prejudice to any other legal rights and remedies available to SHAKUMBHARI ENTERPRISES and its customers in law or equity.

The contents of this Agreement shall be governed by the laws of India and the courts of Noida (Gautam Budh Nagar) Uttar Pradesh shall have the jurisdiction to adjudicate upon the disputes arising under this Agreement.

Signed:

Company : SHAKUMBHARI ENTERPRISES.  
Company Signatory Name : MR.VIVEK SHARMA  
Date :

Employee Signature : \_\_\_\_\_  
Employee Name : \_\_\_\_\_  
Date : \_\_\_\_\_

*"I hereby agree that I have read and understood the terms and conditions of the aforesaid Agreement and also the repercussions of the breach thereof. I further confirm that I have received a counter-copy of this Agreement for my records.*

Employee Signature : \_\_\_\_\_  
Employee Name : \_\_\_\_\_  
Date : \_\_\_\_\_