उत्तर प्रदेश UTTAR PRADESH

DP 663561

Tech Mahindra

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of the date set forth at the signature below (the "Effective Date") between **Tech Mahindra Limited** ("Disclosing Party") and the **DR. K.N. MODI INSTITUTE OF ENGINEERING & TECHNOLOGY, MODINAGAR** as stated below ("Receiving Party"). In order to protect certain confidential information which may be disclosed by and between TechM and the Company, the Parties agree to the following:

1. **Definition. "Confidential Information"** means information (whether electronic or otherwise) disclosed by the Disclosing Party to the Receiving Party or information that is of value to TechM, including but not limited to, business information, data, computer programs, marketing, technical, financial information and any other information relating to its personnel, customers, affiliates or agents, or any of them which by its nature and the circumstances of its disclosure is to be treated as reasonable person would reasonably understand is proprietary or confidential.

2. **Purpose.** The Receiving Party may use the Confidential Information for the purpose of evaluating potential business relationship and for developing **their staff/ employees on Tech Mahindra training modules and to conduct training for Tech Mahindra selected students** ("Purpose").

3. **Protection of Confidential Information.** The Receiving Party shall not disclose the Confidential Information to any person other than the Receiving Party's employees or directors as is necessary to fulfill the Purpose. The Receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care as the Receiving Party uses to protect its own confidential information.

4. **Exclusions.** This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information which: (i) is a part of or enters into the public domain with no fault of Receiving Party; (ii) was already in the Receiving Party's possession prior to the date of disclosure and can be proven from the written records; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is independently developed by the Receiving Party without using the Confidential Information; or (v) is required to be disclosed by operation of law or governmental authority provided that Receiving Party obtains prior written consent of Disclosing Party.

5. **Term and Termination.** This Agreement shall be valid for a period of one (1) year from the Effective Date. However, the Receiving Party's obligations with respect to the Confidential Information received shall survive termination of this Agreement and shall continue perpetually. Upon termination of this Agreement, the Receiving Party shall, at the option of the Disclosing Party, return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

DIRECTOR
Dr. K.N. Modi Institute of Engineering & Technology Modinagar-201204

P.V. Abhineet Gupta
Director
Dr. K.N. Modi Institute of

6. **Proprietary Rights.** Disclosing Party shall retain all right, title and interest to such party's Confidential Information. Receiving Party shall not acquire any intellectual property rights or any other rights or licenses under this Agreement except for the limited right to use as set out in Section 2 ("Purpose") above. Disclosure of the Disclosing Party's Confidential Information to the Receiving Party shall in no way serve to create, on the part of the Receiving Party, a license to use, or any proprietary right in, the Disclosing Party's Confidential Information or in any other proprietary product, trademark, copyright or other right of the Disclosing Party.

7. **Injunctive Relief.** The Receiving Party agrees and acknowledges that any breach of this Agreement would cause the Disclosing Party irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by Receiving Party.

8. **No Warranty.** All Confidential Information is provided "AS IS". Disclosing Party makes no warranties, express, implied or otherwise, regarding the Confidential Information, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, completeness or accuracy.

9. **General.**

a) Nothing in this Agreement shall be construed so as to create a partnership, joint venture, agency or any other business relationship between the Parties.

b) This Agreement sets forth the entire agreem with respect to the Confidential Informat disclosed herein and supersedes all prior contemporaneous agreements concerning su Confidential Information relating to the Purpo whether written or oral.

c) This Agreement may be executed in seve counterparts (and in physical or electronic form each of which shall be deemed an original, but of which together shall constitute one and t same instrument.

d) Receiving Party shall not assign this Agreeme (whether by operation of law, sale of securities assets, merger or otherwise) or any rights obligations hereunder without the Disclosi Party's prior written consent.

e) Any additions or modifications to this Agreeme must be made in writing and must be signed by a authorized officer of both Parties.

f) Any failure to enforce any provision of th Agreement shall not constitute a waiver thereof of any other provision. Any waiver to be effectiv must be in writing signed by an authorized offic of the waiving party.

g) If any provision of this Agreement shall be held for any reason, to be illegal, invalid or no enforceable, the remaining provisions sha nonetheless be legal, valid and enforceable.

h) This Agreement shall be governed by the laws of India. Any disputes or differences arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of courts at Pune, India.

TECH MAHINDRA LIMITED		DR. K.N. MODI INSTITUTE OF ENGINEERING & TECHNOLOGY, MODINAGAR	
Signature:	Date: 18-11-16	Signature: P.N. Nisheeksha Director Dr. K.N. Modi Institute of Engineering & Technology Modinagar-201204	Date: 18-11-1
Name and Title: [illegible]		Name and Title: Dr. P.N. Nisheeksha Director	
Address: Tech Mahindra Ltd., 3rd Floor Corporate Block, Plot No. 1, Phase III, Rajiv Gandhi Infotech Park, Hinjewadi, Pune - 411 057, India		Address: DR. K.N. MODI INSTITUTE OF ENGINEERING & TECHNOLOGY, MODINAGAR DELHI - MEERUT ROAD, OPPOSITE SBI MAIN BRANCH MODINAGAR, DISTRICT – GHAZIABAD PIN - 201201	

DIRECTOR
Dr. K.N. Modi Institute of Engineering & Technology
Modinagar-201204