

Confidentiality & Non-Disclosure Agreement

This Agreement is effective from this day (Effective Date) of the Employee (Recipient) in M/s. OSMOSYS SOFTWARE SOLUTIONS PRIVATE LIMITED (Company).

The Company shall disclose certain Confidential Information to the Recipient in connection with his/her employment with the Company to be used for development of Software products or services (Purpose).

Now, therefore, in consideration of the promises, mutual covenants and other consideration, the receipt of which is hereby acknowledged, Recipient agrees as follows:

1. **Confidential Information** means all information, computer programs, technical data or know-how, including but not limited to, business information, products and services, clients, associates, research & development and manufacturing processes, in either tangible or intangible form, disclosed by Company to Recipient, regardless of the manner or method of disclosure.
2. Recipient shall:
 - (a) hold Confidential Information in confidence;
 - (b) use and reproduce Confidential Information only for the purpose of conducting activities and business with and for Company alone;
 - (c) not disclose to any third parties the Confidential Information or the fact of the disclosure without prior written approval of the Company, and
 - (d) immediately inform Company of any actual or anticipated misappropriation or misuse of Confidential Information which has come to its knowledge.
3. The restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information:
 - (a) which is independently developed by Recipient or lawfully received by Recipient without any restriction from any other source having the right to provide such Confidential Information;
 - (b) after it has become generally available to the public without breach of this Agreement by Recipient;
 - (c) which at the time of disclosure to Recipient was already known to the Recipient unrestricted as evidenced by documentation in Recipient's possession;
 - (d) which Company agrees in writing having no objection for restrictions; or
 - (e) which is required to be disclosed by law, in which event Recipient shall first inform Company by giving notice of such disclosure along with the contents of disclosure.
4. No license, trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of Confidential Information to Recipient. None of the Confidential Information which may be disclosed by Company shall constitute any representation, warranty, assurance, guarantee by Company of any kind.
6. Company can terminate this agreement any time with immediate effect without any cause or notice, upon termination, Recipient shall return all copies of Confidential Information including but not limited to any material including or comprising Confidential Information or any copies thereof.
7. Recipient acknowledges that monetary compensation for damages caused would not be a sufficient remedy for Recipient's breach of this agreement. Accordingly, Recipient agrees that Company is entitled to initiate specific performance and injunctive relief as remedies for such breach, which shall be in addition to all other remedies available at law or equity, including monetary compensation.
8. The failure of Company at any time to enforce any right or remedy available to it under this Agreement shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the Recipient.
9. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing that particular invalid or unenforceable provision or provisions.
10. This Agreement constitutes the entire understanding between the Company and the Recipient hereto as to the Confidential Information and merges all prior discussions between them relating thereto.
11. You will not work for any of the Osmosys Clients or our Competitors offering Services/Products to our Clients either directly or indirectly for at least one year after leaving Osmosys.
12. This agreement shall be valid till the Company issues any amendment or modification to the agreement and the Recipient signs it.
13. This Agreement shall be governed by the laws of India. The Recipient hereby agree that the jurisdiction for any legal proceeding regarding enforcement of any of the provisions hereof shall exclusively be in courts located at Hyderabad, India only.

Execution

Aditya Chakraborty
(Signature)

23/06/2025
(Date Signed)

ADITYA CHAKRABORTY
(Name)

ASSOCIATE SOFTWARE ENGINEER
(Title)