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## Confidentiality and Non-Disclosure Terms

The mentioned clauses are generic [Confidentiality and Non-Disclosure Agreement](#) Terms meant for **Company** and **apc8f.skipdns.link Solutions Pvt. Ltd.**, a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-12, Gyandee Apartment, Mayur Vihar Ph-1, Delhi – 110091 and branch offices at Plot No- N1/260, 2nd Floor, Above Axis Bank, CRP Square, Nayapalli Bhubaneswar, Odisha-751015, India **and** wholly owned subsidiary **Braahmam International Limited** at #4, Digital Depot, The Digital Hub, Thomas Street, Dublin – D08 TCV4, Ireland (hereinafter referred to as the “**Braahmam**”, which expression shall, unless it be repugnant to the context or meaning thereof, include its successor and assigns) of the First Part.

### WHEREAS:

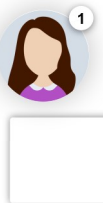
- A. **Company** is in the business of services that may or may not support the range of offerings by **Braahmam**, and
- B. **Braahmam** is an ISO 17100:2015 company offering a range of expertise in the areas of m-Learning, Localization and related services; and
- C. In order to explore Business Opportunities, the parties wish to disclose certain proprietary and confidential information to one another; and
- D. In consideration of the Business Opportunity, each party agrees that all Confidential Information received by it from the other party shall be kept confidential and shall be governed by the following terms and conditions.

### I. DEFINITIONS

- 1. “**Discloser**” is the party disclosing the Confidential Information for the Permitted Purpose;
- 2. “**Permitted Purpose**” means the appraisal of the Business Opportunity with a view to the parties taking advantage of such Business Opportunity;
- 3. “**Confidential Information**” means (i) any commercial, technical and other data, information and interpretations made available by Discloser for the Permitted Purpose, whether orally or in writing on whatsoever medium (ii) the fact that discussions are taking place between the parties concerning a transaction involving the Business Opportunity and (iii) the terms of this Agreement;
- 4. “**Recipient**” is the party receiving the Confidential Information;

### II. CONFIDENTIALITY OBLIGATIONS

Recipient shall in all circumstances:



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- c) ensure that Confidential Information is not disseminated or accessible to any party who does not have the need to know such information and shall put in place at least such controls as it employs with respect to its own proprietary and confidential information which it does not desire to have disseminated or published;
- d) not make or have made copies of the Confidential Information in any medium without the consent of the Discloser.

### III. EXCEPTIONS

The provisions of Clause II above shall not apply with respect to any Confidential Information received which:

- a) was already in Recipient's possession prior to the date of disclosure by Discloser; or
- b) was developed independently by the Recipient without any reference to or use of the Confidential Information; or
- c) was in the public domain prior to date of this Agreement or subsequently enters into the public domain otherwise than by breach of this Agreement by the Recipient; or
- d) is subsequently disclosed to the Recipient by a third party who does not have a duty of confidentiality towards the Discloser; or
- e) is approved for release upon the written permission of the Discloser; or
- f) is required to be disclosed to (i) a government/ judicial/ quasi judicial body in pursuance of an order; or (ii) is required by the lenders/ insurance agency of the Recipient in pursuance of any loan or insurance received/ made or to be received/ made, as the case may be. In such events, where possible, the Recipient shall give adequate notice to the Discloser before making any disclosure so that the Discloser may have adequate opportunity to respond prior to such disclosures; as also make disclosure only to the extent as required.

### IV. NO GRANT OF PROPRIETARY RIGHTS OR LICENSE

The Confidential Information shall remain the exclusive property of the Discloser at all times. In particular, and without limitation, it is agreed that no license is granted by the Discloser nor any license acquired by the Recipient (by implication or otherwise) for any purpose whatsoever hereunder.

### V. TERM

This Agreement shall terminate one (1) year from the Effective Date of this Agreement. The Confidentiality Obligations under clause II shall survive for a period of three (3) years from the date of disclosure.



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addition to and not in lieu of any other legal or equitable relief including monetary damages.

## VII. RETURN OF MATERIALS

All copies of Confidential Information available with Recipient in whatsoever medium shall either be returned to the Discloser or destroyed without the option of retrieval within five (5) days or a later date as otherwise indicated by the Discloser upon the earlier to occur of the following:

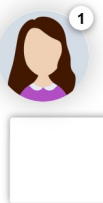
- a) the Recipient be found to be in breach of Clause II of this Agreement; or
- b) the expiry of this Agreement; or
- c) the Discloser's written request for return or destruction of the Confidential Information.

## VIII. MISCELLANEOUS:

1. No waiver by the Discloser of any breach by the Recipient shall operate as a waiver of any subsequent or continuing breach thereof. This Agreement sets for the entire agreement and understanding between the parties and supersedes all prior oral and written understandings representations and discussions between them respecting its subject matter, save that nothing in this Agreement shall prejudice the statutory and common law rights of either party in relation to Confidential Information. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect. This Agreement is executed in duplicate and each copy is treated as original for all legal purposes. This Agreement shall be effective as of the date first above written when signed by both parties hereto.
2. For the avoidance of doubt, it is clarified that:
  - a) the terms of this Agreement are confidential; and
  - b) in the event both the parties enter into further agreements related to the Business Opportunity, this Agreement shall continue to be binding on the parties with regard to any Confidential Information exchanged by the parties hereto; and
  - c) The recitals given hereinabove form an integral part of this Agreement.

## IX. GOVERNING LAWS

This Agreement shall be governed by and construed according to the laws of the Republic of India, and subject to the exclusive jurisdiction of the Courts at New Delhi.



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1. **"Discloser"** is the party disclosing the Confidential Information for the Permitted Purpose;
2. **"Permitted Purpose"** means the appraisal of the Business Opportunity with a view to the parties taking advantage of such Business Opportunity;
3. **"Confidential Information"** means (i) any commercial, technical and other data, information and interpretations made available by Discloser for the Permitted Purpose, whether orally or in writing on whatsoever medium (ii) the fact that discussions are taking place between the parties concerning a transaction involving the Business Opportunity and (iii) the terms of this Agreement;
4. **"Recipient"** is the party receiving the Confidential Information;

#### **IX. GOVERNING LAWS**

This Agreement shall be governed by and construed according to the laws of the Republic of India, and subject to the exclusive jurisdiction of the Courts at New Delhi.

#### **X. General Data Protection Regulation LAW:**

The Service Provider has read and agrees to the General Data Protection Regulation ("GDPR") Policy of Braahmam which attached hereto as Schedule – A and the Service Provider agrees to adhere the Braahmam policy and measures adopted to be in compliance with GDPR regulation which is an EU law on data protection and privacy for all individuals within the European Union (EU) and the European Economic Area (EEA). It also addresses the export of personal data outside the E U and EEA areas.

#### **SCHEDULE – A BAAHMAM GDPR POLICY**

##### **Personal Data Protection and Use**

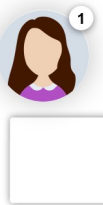
##### **Definition of Personal Data**

"Personal Data" shall mean any information related to or by which a natural person can be identified or located. Personal Data made available to Supplier for processing on behalf of Braahmam or Braahmam's customer pursuant to this Agreement shall be referred to as "Personal Data".

##### **Processing and Use of Personal Data**

Supplier shall only process and use Personal Data to perform its obligations under this Agreement.

Supplier shall strictly limit the disclosure of Personal Data to only those Supplier employees and/or subcontractors who need-to-know and only to the extent necessary fo



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(a) In connection with protecting, collecting, storing, transferring and otherwise processing of Personal Data, Supplier agrees to act in accordance with the requirements of this Agreement or other written instructions provided by Braahmam or Braahmam's customer.

(b) Supplier agrees not to copy or reproduce any Personal Data without the express written permission of Braahmam, except as technically necessary to comply with this Agreement (e.g. data backup for business continuity and disaster recovery).

(c) Supplier agrees to immediately notify Braahmam by telephone and email if it becomes aware of any actual, suspected or alleged unauthorized use of, disclosure of, or access to Personal Data by itself or others, including notification of loss or suspected loss of data whether such data has been encrypted or not. Supplier will cooperate with Braahmam in the manner reasonably requested by Braahmam and

in accordance with Applicable Law, including but not limited to: conducting the investigation; cooperating with authorities; notifying affected persons at Supplier's sole expense, credit bureaus, other persons or entities deemed appropriate by Braahmam; and issuing press releases. Such cooperation will include without limitation: (i) Braahmam access to applicable Supplier records and facilities; (ii) Supplier provision of all relevant data and reports to Braahmam; and (iii) prior advance approval by Braahmam of any notifications to impacted individuals, government agencies, or media.

(d) Supplier agrees to inform Braahmam promptly in writing if Supplier believes that any instruction from Braahmam or Braahmam's customer violates Applicable Law.

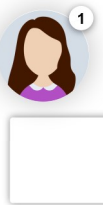
(e) When collecting, using, storing, transferring and otherwise processing Personal Data, Supplier shall adhere to all applicable import/export and personal data protection laws, regulations and rules.

#### **Security Measures**

(a) Supplier shall use the same degree of care to prevent unauthorized use, dissemination or publication of all Confidential Information and Personal Data as its uses to protect its own information of similar nature.

(b) Supplier shall implement reasonable and appropriate technical and organizational measures to protect all Confidential Information and Personal Data as required by Braahmam.

(c) Supplier agrees to implement appropriate technical and organizational measures to protect all



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(d) Supplier agrees to implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process all Confidential Information and Personal Data, (ii) any persons it authorizes to have access to Confidential Information and Personal Data will respect and maintain the confidentiality and security of the Confidential Information and Personal Data, and (iii) the measures and procedures that it uses will be sufficient to comply with all applicable legal requirements.

#### **Records**

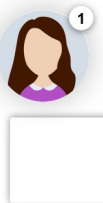
(a) Upon request by Braahmam or upon termination of this Agreement, Supplier shall deliver to Braahmam any and all Confidential Information and Personal Data in its possession and destroy any copies of Confidential Information and Personal Data in the Supplier's files to the extent technically possible, unless otherwise required under operation of law.

(b) In the event Braahmam or Braahmam's customer reasonably believes that there is any actual or suspected breach of contract, and upon reasonable notice and during mutually agreed upon time and place, Supplier agrees to submit its data processing facilities, data files and documentation relating to this Agreement to auditing by Braahmam (or a duly qualified independent auditor or inspection authority selected by Braahmam for such purpose and not reasonably objected to by the Supplier) to ascertain compliance with this Agreement. If a material breach is found, Supplier shall reimburse Braahmam for the fees and costs associated with the audit.

#### **Privacy Notice and Consent Form**

apc8f.skipdns.link Solutions Pvt Ltd. ("Braahmam") is committed to protecting and respecting your privacy. We want to tell you how we use and protect your personal information. This includes informing you of your rights regarding your personal information that we hold.

This Privacy Notice sets out how we may use, process and store your personal information. We may get that information from you or our partners, through contracts or other legal arrangements you have with us or our partners on behalf of us, in order to deliver contractual/legal obligations. In other cases, we will get that information from you with your



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EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR").

Information we may collect from you

Braahmam may collect information from you because we have a legal reason (allowed by law or under contract) to collect the information, or because you have consented for us to do so for a specific purpose.

Information you give us

You may give us information about you with your consent, for example:

- Assigning a job to us or signing a contract with us
- By filling in a form in our website or sending us an e-mail
- Applying for an in-house job or an external collaboration with our company

This information may be personal, financial, educational, or related to your employment history.

You may give us information for legal reasons, such as to enter into a contract with us, when you are buying services from us, or when you are taking a job at Braahmam.

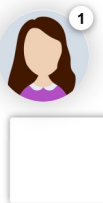
Why does Braahmam collect personal information?

Braahmam collects information for some or all the following reasons:

- To provide services to you under contract
- To provide information about services you have purchased from us or have shown interest in purchasing
- To employ you or consider you for employment or external collaboration
- To provide information to you about our services if you have consented to receive it (for example through our newsletter)

What legal basis does Braahmam have for processing my information?

Braahmam may process your information because:



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Who might Braahmam share your information with?

Braahmam may share your personal information with third parties, either because you have consented to allow us to do so or for legal reasons. For example, we may share your personal information with:

- Our group companies, which means our subsidiaries and branches
- Subcontractors and third parties for the purpose of the performance of a contract that we hold with them or that we hold with you
- With third parties because you have given consent

#### **Other reasons Braahmam may share your personal information with a third party**

If Braahmam and all of its assets are acquired by or merged with a third party, personal data held by Braahmam about its customers and vendors will be one of the transferred assets of the company.

In addition, Braahmam will share your personal data with third parties for the following reasons:

- If Braahmam must comply with a legal obligation
- To protect the rights, property, or safety of Braahmam, our customers or others

#### **Transmission of your personal data**

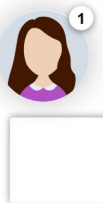
The transmission of information via the internet cannot be completely secure. Although we use best practices to ensure your data is encrypted to the standard required in the GDPR, we cannot guarantee the absolute security of your data as it is transmitted and stored.

#### **How long will you keep my personal information?**

Braahmam will not retain your personal information for longer than required.

We will keep your personal information:

- For as long as required by law (for tax/invoicing purposes)
- Until we no longer have a valid reason for keeping it





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you under a contract between you and Braahmam, then we will not enter into that contract or provide/order the services if you do not give us your personal information.

### **Your Rights**

Braahmam will respect your legal rights to your data.

Below are the rights that you have under law, and what Braahmam does to protect those rights:

#### Legal right

The right to be informed

The right to access

The right to rectification

The right to erasure

The right to restrict processing

The right to data portability

The right to object

#### What Braahmam does to protect your rights

Braahmam is publishing this Privacy Notice to keep you informed as to what we do with your personal information. We strive to be transparent about how we use your data.

You have the right to access your information. Please contact Braahmam's Data Protection Officer at [dpo@braahmam.com](mailto:dpo@braahmam.com) if you wish to access the personal information Braahmam' holds about you.

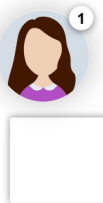
If the information Braahmam' holds about you is inaccurate or not complete, you have the right to ask us to rectify it. If that data has been passed to a third party with your consent or for legal reasons, then we must also ask them to rectify the data. Please contact us if you need us to rectify your information: [dpo@braahmam.com](mailto:dpo@braahmam.com)

This is sometimes called 'the right to be forgotten'. If you want Braahmam to erase all your personal data and we do not have a legal reason to continue to process and hold it, please contact us at [dpo@braahmam.com](mailto:dpo@braahmam.com)

You have the right to ask Braahmam to restrict how we process your data. This means we are permitted to store the data but not further process it. We keep just enough data to make sure we respect your request in the future. If you want us to restrict processing of your data, please contact us at [dpo@braahmam.com](mailto:dpo@braahmam.com)

Braahmam must allow you to obtain and reuse your personal data for your own purposes across services in a safe and secure way without this affecting the usability of your data. Please contact us if you want information on how to port your data elsewhere: [dpo@braahmam.com](mailto:dpo@braahmam.com). This right only applies to personal data that you have provided to us as the Data Controller. The data must be held by us by consent or for the performance of a contract.

You have the right to object to Braahmam processing your data even if it is based on our legitimate interests, th



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The right to complain to a Supervisory Authority

nt, please contact us at [dpo@braahmam.com](mailto:dpo@braahmam.com)

You have the right to complain to a Supervisory Authority if you feel that Braahmam has not responded to your requests to solve a problem.

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