

Enuncia Global Media Solutions

Agreement Concerning Confidentiality and Non-Disclosure

In order to introduce **Enuncia Global Media Solutions** with registered offices at UG-6, Westend Mall, Janakpuri, New Delhi – 59, India (together with its affiliates, collectively, “**Enuncia Global**”), to utilize the services of the individual named _____ (the “Freelancer”) residing at _____

the Freelancer hereby agrees to the following terms and conditions:

1. Trade Secrets; Confidentiality; Personal Information. Freelancer agrees that Freelancer will not, while providing services to **Enuncia Global** or at any time after Freelancer ceases to provide services to **Enuncia Global** (whether such services end voluntarily or involuntarily), directly or indirectly, without the prior written consent of **Enuncia Global** use or disclose to any person, firm or corporation, any information, trade secrets, customer names, customer lists, employee lists, personnel information (including without limitation, identity of employees, employees’ compensation, employees’ skills, qualifications and/or abilities), resumes, lists, data or business practices of **Enuncia Global** or of any of its customers, including, without limitation, all related files, input materials, media upon which located (including cards, tapes, disks, and other storage facilities), marketing plans and strategies, product plans and strategies, and software programs or packages (together with any related documentation, source codes, object codes, upgrades, revisions or modifications), (collectively “Proprietary Information”), acquired by Freelancer during or as a result of Freelancer’s providing services to **Enuncia Global**. Any such Proprietary Information is proprietary to **Enuncia Global** or its customers, as the case may be. Freelancer specifically acknowledges that **Enuncia Global** has expended substantial effort and expense in evaluating, testing, and developing a combination of hardware and software systems, production processes and unique methodologies for use in its headquarters of operations and production facilities and that such combination constitutes Proprietary Information.

Personal Information. “Personal Information” refers to information relating to an identified or

identifiable individual, and includes information which may be used in its own regard or in combination with other factors to ascertain the identity of a particular individual. Personal Information includes, without limitation, data defined as “personal data” and “sensitive personal data” pursuant to applicable data protection legislation.

All Personal Information, in whatever format, disclosed to the Freelancer, directly or indirectly, by **Enuncia Global** and all Personal Information, in whatever format, which the Freelancer has otherwise obtained or discovered as a result of the performance of his/her services for **Enuncia Global** will be considered Proprietary Information.

In addition to the restrictions on the use and disclosure of Proprietary Information as set forth above, Freelancer acknowledges and agrees that: (a) Freelancer will only collect, maintain, use, process and transfer Personal Information on behalf of **Enuncia Global** and solely for the purpose directed by **Enuncia Global**; (b) that any processing of Personal Information by the Freelancer must be fair and lawful, and consistent with any obligations **Enuncia Global** has to third parties, including, without limitation, **Enuncia Global**’s clients; (c) Freelancer will take all appropriate legal, organizational, and technical measures, in accordance with **Enuncia Global** policies, to protect the confidentiality of Personal Information, and to protect Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, use or access, and against all other unlawful forms of processing, keeping in mind the nature of such information; (d) Freelancer will notify his or her immediate supervisor at **Enuncia Global** of any errors or inaccuracies in the Personal Information upon becoming aware of such errors or inaccuracies, whether or not caused by the Freelancer; (e) Freelancer will promptly notify his or her immediate supervisor at **Enuncia Global** if Freelancer receives any requests from an individual with respect to the Personal Information, including, without limitation, information access, rectification and “opt-out” requests, and shall not respond to any such requests unless expressly authorized to do so by **Enuncia Global**’s Data Protection Officer; and (f) Freelancer will keep a record of any responses to requests from individuals made by Freelancer with respect to the Personal Information, and upon request from **Enuncia Global** will provide a copy of such records to **Enuncia Global**.

Freelancer acknowledges and agrees that any failure by the Freelancer to comply with the provisions set forth in this section 3 will result in discharge, and may result in legal liability.

2. Return of Documents, etc. Freelancer agrees that when Freelancer concludes his/her assignment at **Enuncia Global** (regardless whether Freelancer leaves voluntarily or involuntarily), all drawings,

- documents, manuals, records and similar information relating to **Enuncia Global** and **Enuncia Global** Customers, including all copies thereof, whether in computer disk, memory or other format or in any written or printed format then in Freelancer's possession or control, whether prepared by Freelancer or others, will be left with **Enuncia Global** or promptly returned by Freelancer to **Enuncia Global**.
3. Equitable Relief. Freelancer agrees that the remedy at law for any breach of Section 2 or 10 of this Agreement would not be adequate and that **Enuncia Global** would be entitled to injunctive or other equitable relief for any such breach.
 4. Jurisdiction. Freelancer hereby consents to the jurisdiction of the courts of the State of New Jersey, County of Bergen, and the United States District Court, District of New Jersey with respect to any claims or disputes arising from or in connection with Freelancer's providing services to **Enuncia Global**, except that **Enuncia Global** shall not be precluded hereunder from seeking injunctive or other equitable relief in any federal, state or local court pursuant to Section 4 above. The foregoing shall govern, among other claims and disputes, claims or disputes with respect to discrimination based on age, sex, race, color or creed or sexual or other harassment at the workplace.
 5. Governing Law. This Agreement shall be governed by the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law.
 6. Jury Trial Waiver. The parties agree to waive their right to a trial by jury of any dispute arising out of or in connection with this Agreement.
 7. Professional Behavior. It is **Enuncia Global**'s policy to take severe disciplinary action against any Freelancer or employee who conducts him/herself in any unprofessional manner – including behavior that can be deemed to be sexually harassing or discriminatory. It is agreed that in the event Freelancer at any time believes he or she has been subject to sexual harassment, or other discrimination, he or she will report this immediately to his or her point of contact at **Enuncia Global** and within 24 hours in writing to the General Counsel or Director of Human Resources at **Enuncia Global**'s corporate headquarters in New Jersey, USA.
 8. Notices. All notices or other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when duly mailed by certified mail, return- receipt requested or when personally delivered to the party at its address set forth above or to any other address of which such party gives notice, provided, however, that any notice of change of address shall be operative only upon receipt.



9. **Inventions.** Freelancer agrees that any inventions, designs, improvements, discoveries, developments, innovations, programming, processes, methods, software (including software coding and software changes or upgrades), hardware, products, documentation, writings and discoveries developed, created, conceived, or reduced to practice by Freelancer during the period of Freelancer providing services to **Enuncia Global** relating to the type of work which Freelancer performs for **Enuncia Global** or pursuant to or in the course of a work assignment from **Enuncia Global** (the “**Enuncia Global-Related Inventions**”) shall be the property of **Enuncia Global** regardless whether patent, trademark or copyright protection is available for such **Enuncia Global-Related Inventions**, and regardless whether **Enuncia Global** applies for patents relating thereto or seeks to register any trademark or copyright. **Enuncia Global** shall own all right, title and interest (including, without limitation, any and all intellectual property rights) in all such **Enuncia Global-Related Inventions**, and such **Enuncia Global-Related Inventions** shall be considered the Proprietary Information of **Enuncia Global**. Freelancer agrees to promptly disclose to **Enuncia Global** any and all **Enuncia Global-Related Inventions**, whether patentable or not, developed, created, conceived, or reduced to practice by Freelancer, solely or jointly with others, during Freelancer’s assignment to provide services to **Enuncia Global** or which otherwise arise from Freelancer’s assignment to provide services to **Enuncia Global**.

At any time, from time to time and upon the reasonable request of **Enuncia Global** or its counsel, and at the expense of **Enuncia Global**, Freelancer shall execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered (a) all such further deeds, assignments, transfers and conveyances as may be required for the better assigning, transferring, granting, conveying and confirming to **Enuncia Global** and its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the Inventions; and (b) such instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents to perfect title of **Enuncia Global** and its successors and assigns to the Inventions or otherwise to effectuate the purposes of this Agreement.

10. **Freelancer.** Freelancer acknowledges that he/she has been assigned by his/her employer or agency as a Freelancer to perform services for **Enuncia Global**, and that he/she is not an employee of **Enuncia Global**.
11. **Assignability.** This Agreement shall inure to the benefit of any entity that succeeds to or acquires all or substantially all of **Enuncia Global Media Solutions’** and/or **Enuncia Global Media**

Solutions' assets or business.

12. Entire Agreement; Headings; Gender. This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior agreements with respect to the subject matter herein. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Headings are for convenience of reference only and will not otherwise constitute part of this Agreement.
13. Severability. The invalidity or unenforceability of one, or more, term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any term or provision of this Agreement affect the validity or enforceability of the balance of such term or provision.

Freelancer acknowledges that Freelancer has been given the opportunity to review and ask questions concerning this Agreement.

Freelancer hereby agrees to, understands and accepts the terms and provisions contained in this Agreement.

Freelancer further acknowledges that Freelancer has received a copy of the **Enuncia Global** Media Solutions Code of Business Conduct and Ethics, the **Enuncia Global** Conflicts of Interest Policy and the **Enuncia Global** Anti-Bribery and Corruption Policy and agrees to adhere to the Code of Business Conduct and Ethics, the **Enuncia Global** Conflicts of Interest Policy and the Anti- Bribery and Corruption Policy in all respects.

Freelancer's Name

Date

Freelancer's Signature