

TPW CASTING LLP

Registered Office: 158, Aram Nagar Part 2, Versova, Andheri-West, Mumbai-400061

tpwmumbai@gmail.com; +919769138313

EMPLOYEE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of 03rd day of July, 2021 ("Effective Date"), between **TPW Casting LLP**, (hereinafter, the "Company"), and Aishwarya Rajan, (hereinafter, the "Employee/Recipient").

WHEREAS, the Company and the Employee (hereinafter referred to as the party and/or the parties) are entering into an arrangement for Employee to perform services for Company which may require Company to disclose confidential and proprietary information unique and valuable to the Company ("Confidential Information") to the Employee;

NOW, THEREFORE, in consideration of the terms and conditions stipulated herein and for commencement of Employee's employment, the employee has agreed to enter into and execute this Agreement to preserve and protect the Confidential Information on the terms and conditions more particularly detailed herein and each party hereto agrees to disclose and to receive information as applicable in a manner consistent with the following provisions:

1. Confidentiality:

(A) The Employee acknowledges that he/she may be exposed to or receive certain Confidential Information (*defined below*) with respect to the project/content. For the purpose of this Agreement, "**Confidential Information**" shall mean and include any and all information relating to the Company, the entity commissioning the project/content, their assigns, distributors, exhibitors of the project/content and/or each of their affiliates, and/or the content, including but not limited to the creative works in relation to the pre-production, production, post-production and development of the content, budget, production schedules, set, format, script, characters, underlying literary, musical, dramatic and artistic work of the content, details of cast and crew, and/or any person involved in the content including but not limited to their names, scope of work, identity related information, performance(s) in the content, any other information or documents, whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information as well as commercial, financial, technical data, data relating to the business of the Company, entity commissioning the content, its assigns, including data relating to the Company's employees, any non-public information, service providers, technical or non-technical know-how and data, or description concerning any matters affecting or relating to Employee's services for Company, the business or operations of Company, and/or the products, drawings, plans, processes, or other data of Company disclosed or provided by Company to the Employee, whether disclosed or provided in oral,

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written, graphic, photographic, electronic or any other form, any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business and the terms of this Agreement.

(B) The Employee agrees:

- (i) that all Confidential Information whether disclosed orally or in writing or to the Employee, is and shall continue to be the sole and exclusive property of the Company. The Employee agrees that Confidential Information which has been or will be disclosed by the Company to the Employee, in express confidence and otherwise shall not be disclosed by the Employee to any third party for any reason whatsoever. The Employee agrees that he/she shall not disclose, make press releases, statements and/or authorise the dissemination/disclosure of or in relation to any Confidential Information in any manner whatsoever. The Employee shall handle the Confidential Information with such standard of protection which is no lesser than the standard used by the Employee with respect to his/her own confidential information.
- (ii) he/she shall not record or photograph any part/s of the content, including at any studio or location, performances, his/her interactions (if any) etc. using any personal gadgets including phones, tables, cameras etc.;
- (iii) he/she shall not use any social media platform (including but not limited to Facebook, Twitter, Instagram etc.), any websites, blogs, any physical and/or e-platform whatsoever to communicate to the general public any information directly or indirectly in connection with the Confidential Information or the feedback/comments/ review/ assessment of the Employee in relation to the content whether positive or negative in nature;
- (iv) he/ she shall take any/all steps to ensure that the Confidential Information is kept secure from theft, loss, damage, unauthorised access, use and disclosure;
- (v) he/she shall notify the Company in writing immediately if he/she becomes aware of any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use, copying or disclosure of or to any Confidential Information or any information about and/or in relation to the content, whether or not because of any breach of this Agreement;
- (vi) undertakes that any/all intellectual property and all worldwide rights in the Confidential Information and the content shall at all times remain the exclusive property of the Company and/or any entity commissioning the Company, in perpetuity. The Employee hereby undertakes that he/she shall have no rights and/or claims to such Confidential Information, in part or in whole, directly or indirectly, at any point of time whatsoever. Nothing in this Agreement would grant or deemed to grant any rights or license to the Confidential Information developed by the owner of the Confidential Information.

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2. Termination:

Employee agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than the Company during the Employee's employment with the company or any time thereafter.

3. Jurisdiction & Governing Law:

The Employee agrees and acknowledges that this Agreement is governed exclusively by the laws of India and the courts of Mumbai, India will have exclusive jurisdiction in respect of any/ all disputes arising out of this Agreement.

4. Remedies:

The Employee acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the Company shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. The Company shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the Company under this Section, the Company shall be entitled to recover its attorney's fees and costs from the Employee.

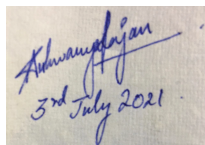
5. Indemnity:

The Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of the Employee's breach of this Agreement.

6. Miscellaneous:

Nothing in this Agreement shall be construed as a promise of continued employment for any specific period of time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.



Employee Signature

AISHWARYA RAJAN

Employee Full Name

Employer Signature

TPW CASTING LLP

Dated: 03RD JULY, 2021

Place: New Delhi