

Confidentiality and Non-Disclosure Agreement

Version 1.1 · Effective 21 October 2026

Purpose and scope

This Agreement is between TrackMy Tech Private Limited (“the Company”, “we”, “us”) and the person accepting it (“you”, “the Intern”). It applies to every intern of the Company, whether paid or unpaid, and whether the internship is remote, on-site at our office, or hybrid. It covers everything you see, receive or create in connection with your internship, starting from the day you accept your offer, including anything you learned during the selection process.

This Agreement sits alongside your offer letter, the Internship Policy and Terms of Engagement, the Intern Code of Conduct, the IT, Device and Acceptable Use Policy, and the Intellectual Property Assignment. If there is a conflict between this Agreement and your offer letter on confidentiality, this Agreement applies.

1. Definitions

1.1 “**Confidential Information**” means any information, in any form (written, oral, electronic, visual or otherwise), that you receive, access or create in connection with your internship and that is not publicly available. It includes, without limitation:

- (a) **Source code and technical material:** source code, object code, repositories, commit history, designs, architecture, database schemas, APIs, algorithms, product roadmaps, test data, documentation and unreleased features of any Company product (including Track My Academy) or client project;
- (b) **Credentials and security information:** passwords, API keys, access tokens, SSH keys, environment variables, secrets, two-factor codes, admin URLs, server and cloud account details, and any information about security controls or vulnerabilities;
- (c) **Client data:** any information belonging to or about the Company’s clients, prospective clients, partners or their end users, including personal data of students, parents, coaches, academy staff or other individuals held in any system you can access;
- (d) **Business information:** pricing, quotations, proposals, contracts, finances, fundraising, investor details, sales pipelines, marketing plans, supplier terms and strategy;
- (e) **People information:** personal data about the Company’s directors, staff, interns and candidates, including salary or stipend details and hiring decisions; and

(f) any information that is marked confidential, or that a reasonable person would understand to be confidential from its nature or the circumstances in which it was shared.

1.2 “**Client**” means any person or organisation for whom the Company provides, or proposes to provide, products or services, including through services.trackmytech.in.

2. Your obligations

2.1 You will keep all Confidential Information strictly confidential and use it only to carry out the tasks assigned to you during your internship.

2.2 You will not disclose Confidential Information to anyone, including friends, family, classmates, your university or college, or other companies, except to Company personnel who need it for their work, or as allowed under clause 3.

2.3 You will not copy, download, photograph, screenshot, forward, upload or store Confidential Information outside the systems and accounts the Company has approved, unless your supervisor has approved it in writing (email is enough).

2.4 You will not paste source code, client data, credentials or other Confidential Information into any public website, public code repository, public forum, or third-party AI tool or chatbot, unless the Company has approved that specific tool for that use in writing. The IT, Device and Acceptable Use Policy gives further detail.

2.5 You will never share your login credentials, and you will never use another person’s credentials. If you come across a credential (for example, in a file or chat), do not use it for anything beyond your task and tell your supervisor.

2.6 You will protect Confidential Information with at least reasonable care, including locking your screen, using the devices and accounts the Company approves, and not working on Confidential Information on shared or public computers.

2.7 **Client data and personal data.** You will access client data and personal data only to the extent your task requires. You will handle it in line with the Digital Personal Data Protection Act, 2023 and the Company’s instructions, and you will not try to identify, contact or profile any individual whose data you see.

2.8 **Reporting.** If you know or suspect that Confidential Information has been lost, leaked, accessed without permission, or exposed (including a credential accidentally committed to a repository), you will tell your supervisor and admin@trackmytech.in immediately, and in any case within 1 hour (see the IT, Device and Acceptable Use Policy). Reporting promptly will not be held against you; hiding an incident will be.

3. Exceptions

3.1 Your obligations in clause 2 do not apply to information that you can show:

(a) is or becomes publicly available through no fault of yours;

(b) you already lawfully knew before receiving it from the Company, without any duty of confidentiality;

(c) you lawfully received from a third party who was free to share it; or

(d) you developed independently without using any Confidential Information.

3.2 Required by law. You may disclose Confidential Information if a court, regulator, police or other authority legally requires it. Where the law allows, you will first tell the Company so it can seek protection, and you will disclose only what is legally required.

3.3 Protected reporting. Nothing in this Agreement stops you from reporting a suspected crime or legal violation to a government authority, making a complaint under the Company's Prevention of Sexual Harassment (POSH) Policy, or exercising your rights under the Digital Personal Data Protection Act, 2023.

3.4 General skills, knowledge and experience that you gain during the internship and retain in your memory (for example, how to use a programming language or framework) are not restricted by this Agreement, provided you do not use or disclose specific Confidential Information.

4. Duration

4.1 This Agreement starts when you accept it and continues for the whole of your internship.

4.2 After your internship ends for any reason (completion, resignation or termination), your obligations continue:

(a) for source code, credentials and security information, client data, personal data, and any trade secrets, for as long as that information remains confidential; and

(b) for all other Confidential Information, for 3 years from the date your internship ends.

5. Return and destruction

5.1 When your internship ends, or earlier if the Company asks, you will within 2 working days:

(a) return any Company devices, documents, access cards or materials;

(b) permanently delete all Confidential Information from any personal device, personal email, personal cloud storage, and local copies of repositories; and

(c) confirm in writing (email is enough) that you have done so.

5.2 The Company will revoke your access to its systems, repositories and accounts when your internship ends. You will not try to access any of them after that.

5.3 If the law requires you to keep any item, you will tell the Company, and this Agreement will continue to apply to it.

6. No licence or ownership

6.1 All Confidential Information remains the property of the Company or the relevant Client. Nothing in this Agreement gives you any right or licence to it. Ownership of work you create during the internship is dealt with in the Intellectual Property Assignment.

7. Breach and remedies

7.1 A breach of this Agreement may lead to immediate termination of your internship, withdrawal of any certificate or letter that has not yet been issued, and reporting to your educational institution where appropriate.

7.2 You agree that unauthorised use or disclosure of Confidential Information could cause the Company or its Clients harm that money alone cannot fully repair. The Company may therefore seek an injunction or other court order to stop or prevent a breach, in addition to any other remedy available to it under law, including damages.

7.3 Where a breach also amounts to an offence (for example, under the Information Technology Act, 2000), the Company may report it to the relevant authorities.

8. General

8.1 **Governing law and jurisdiction.** This Agreement is governed by the laws of India. The courts at Chennai, Tamil Nadu will have exclusive jurisdiction over any dispute arising out of or in connection with it.

8.2 **Entire agreement on this subject.** This Agreement, together with the documents listed in the Purpose and scope section, is the full agreement between you and the Company on confidentiality.

8.3 **Severability.** If any part of this Agreement is found invalid or unenforceable, the rest continues to apply, and the invalid part will be read down to the extent needed to make it enforceable.

8.4 **Changes.** This Agreement may be changed only in writing accepted by both you and the Company.

8.5 **Electronic acceptance.** You and the Company agree that accepting this Agreement electronically at online offer signing, where your typed name, the date and time of acceptance and your IP address are recorded, is valid and binding, in the same way as a signature on paper. This Agreement is entered into on behalf of the Company by the Authorised Signatory of the Company.

8.6 **Contact.** Questions about this Agreement can be sent to careers@trackmytech.in.

Acknowledgement

By accepting your offer online, you confirm that you have read, understood and agree to this Confidentiality and Non-Disclosure Agreement.