

NON- DISCLOSURE AND NON-COMPETE AGREEMENT

This Non-Disclosure and Non-Compete Agreement ("Agreement") is made at **{Enter City, State}** and effective this **1st Day of January, 2016**

BETWEEN: **Mr./Ms.....** (the "Employee") **S/o.D/o.W/o. Mr.**
....., an Indian Resident residing at: **.....**
....., India.

➤ **the Party to the First part**

AND: **..... Ltd.** (the "Company"), a **Private Limited Company/Partnership Firm** registered in India having its registered office at: **.....**, India.

➤ **the Party to the Second part**
(Collectively referred to as "Parties")

The term Party to the First Part and Second Part or Parties wherever occurs shall include its heirs, successors, assignors, legal representatives, executors or administrators wherever the context so admits.

This Agreement is entered by the Parties subsequent to the issue of appointment letter or execution of the employment contract dated the **1st Day of January, 2016**.

WHEREAS, the Company desires to employ the Party to the First Part and the said Party desires to be employed/appointed by the Company in employment;

WHEREAS, in connection with such employment/appointment, the Party to the First Part may be given access to or otherwise come into contact with certain proprietary and/or Confidential Information of the Company or clients of the Company; and

WHEREAS, the Party to the First Part and the Company desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT

The Company hereby employs the Party to the First Part and the Party to the First Part hereby accepts employment, upon the terms and conditions contained herein and at a compensation/remuneration as agreed upon from time to time by the Company and the Party to the First Part. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until termination of the employment of the Party to the First Part and thereafter. While employed by the Company, the Party to the First Part shall devote his/her time to Company's agreed affairs, as mutually agreed by both the Parties.

2. CONFIDENTIALITY

The Candidate recognizes and acknowledges that the business materials, marketing strategies, operational planning, product/service pricing policies, tender quotations, government liaisons, procurement details, client details user information and all process & system documentation relating thereto ("Proprietary Information") which Company owns, plans or develops, whether for its own use or for use by its clients or relating thereto are confidential and proprietary to the Company. The Candidate further recognizes and acknowledges that in order to enable the Company to perform services for its clients, such clients may furnish to the Company Confidential Information concerning their business affairs, property, methods of operation or other data; that the goodwill afforded to the Company depends upon, among other things, the Company and its employees (Candidate) keeping such services and information confidential (collectively, including Company systems and Company's client information, the "Confidential Information")

3. NON- DISCLOSURE

The Party to the First Part agrees that, except as directed by the Company, the Party to the First Part will not at any time, whether during or after his/her employment with the Company, disclose to any person or use any confidential information, or permit any person to examine and/or make copies of any documents which contain or are derived from Confidential Information, whether prepared by the Party to the First Part or otherwise coming into the Party to the First Part's possession or control without the prior written permission of the Board of Directors and Company.

4. POSSESSION

The Party to the First Part agrees that upon request by company, and in any event upon termination of employment, Party to the First Part shall turn/hand over to the Company all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from the Party to the First Part's services to the Company whether or not such material is at the date hereof in Party to the First Part's possession. The Party to the First Part agrees that he/she shall have no proprietary interest in any work, application or product developed or used by the Party to the First Part and arising out of his/her employment by the Company. The Party to the First Part shall from time to time as may be requested by the Company, do all things which may be necessary to establish or document Company's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

5. NON- COMPETITION

The Party to the First Part agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to the Company and its reputation, or to clients of the Company, Party to the First Part shall not, until the expiration of {Enter months in number (in words)} months after the termination of the employment relationship between the Company and the Party to the First Part, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with the Company and related projects of the Company.

6. SAVING PROVISION

The Parties agree and stipulate that the agreements and covenants not to compete contained in the preceding Clause No. 5 are fair and reasonable in light of all of the facts and circumstances of the relationship between the Party to the First Part and the Company, however the Party to the First Part and the Company are aware that in certain circumstances courts have refused to enforce the certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding Clause the Company and the Party to the First Part agree that in the event a court should decline to enforce the provisions of the preceding Clause, that Clause shall be deemed to be modified to

restrict Party to the First Part's competition with the Company to the maximum extent, in both time and geography, which the court shall find enforceable; However, in no event shall the provisions of the preceding Clause be deemed to be more restrictive to the Party to the First Part than those contained therein.

7. ENFORCEABLE

The provisions of this agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Party to the First Part against the Company whether predicted on this agreement or otherwise.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both the Parties hereto.

9. INJUNCTIVE RELIEF

The Party to the First Part acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to the Company or the clients of the Company, inadequately compensable in damages. Accordingly, the Company or, where appropriate a client of the Company may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Party to the First Part further acknowledges and agrees that in the event of the termination of employment, to engage in business activities which are of a different or non-competing nature with his/her activities as a Party to the First Part of the Company; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Party to the First Part from earning a reasonable livelihood. The Party to the First Part further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

10. DEALINGS WITH COMPANY'S CLIENTS

If Party to the First Part's employment with the Company terminates for any reason, the Party to the First Part shall not, for an indefinite period of time, have any business dealings whatsoever, either

directly or indirectly or through corporate entities or associates with any customer or client of the Company or its subsidiaries or any person or firm which has contacted or been contacted by the Company as a potential customer or client of the Company; and the Party to the First Part shall keep in strictest confidence, both during the Party to the First Part's employment and subsequent to termination of employment, and shall not during the period of employment or thereafter disclose or divulge to any person, firm or corporation, or use directly or indirectly, for the Party to the First Part's own benefit or the benefit of others, any information which in good faith and good conscience ought to be treated as Confidential Information including, without limitation, information relating to the software or application developed by the Company, information as to sources of, and arrangements for, software or hardware or other services supplied to customers or clients of the Company, submission and proposal procedures of the Company, customer or contact lists or any other Confidential Information.

11. RESOLUTION OF DISPUTE

In the event of any dispute or difference of any nature arising regarding the terms and conditions and interpretations of the above Clauses, the same shall be referred to the court of law within the jurisdiction of {Enter City, State}.

12. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall be subject to the Jurisdiction of courts of {Enter City, State}.

13. NOTICE

Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Party to the First Part at his/her residence address as the same appears on the books and records of Company or to Company at its registered office, attention of the Board of Directors/Partners/Proprietor, or otherwise as directed by the Company, from time to time.

14. SURVIVAL

The provisions of this Agreement relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above mentioned.

.....

For {Enter FULL COMPANY NAME}

.....
Managing Director/Director/CEO/Partner/Proprietor

Date: 01/01/2016

Witness:-

1)

S/o Mr.

Age:

Add:

Occ:

2).....

S/o Mr.

Age:

Add:

Occ: