

Employee Joining Form – Non-Disclosure Agreement

Date of Issue: DD-MM-YY

Revision: 1.0

Approved by: Head HR

Non-Disclosure cum Non- Compete, Confidentiality Agreement

CONFIDENTIALITY OF TRADE SERVICES

- Employee shall not, at any time, either during or subsequent to the term of his/her employment with the company in any fashion or manner, either directly or indirectly, unless expressly consented to in writing by company's Director or required by a Court of Law to do so, use, divulge, disclose or communicate to any person or entity any confidential information and material as well as Proprietary information of the company.
- For the purpose of this article hereto:
 - **“Confidential information and material”** shall mean and include all such information and material which Company are under an obligation, either contractually including as a matter of its own policy or under the laws, rules, and regulations in operation in the Republic of India or any other country, to keep confidential and secret, and whose disclosure may harm the reputation, profit, business, goodwill of the company and whose disclosure may be permitted in writing subject only to compliance with certain terms and conditions specified by the Company.

- **“Proprietary Information”** shall mean and include trade secrets, business know-how, information relating to accounting, cost, employment and development, marketing strategies, sales, current and future service and product specifications and service/product/business plans including service/product features, capability and applications, technology (whether patented or not), systems, tools and techniques, technical and /or business know-how and processes, hardware and software design details, circuits, software, source code, object code, and other similar items belonging to Company or to another person (s) including firm(s), association(s), group(s), company(is) inter alia with whom Company has a business relationship.
- Further, the Employee shall not divulge, disclose or communicate to any person or entity remuneration paid to him/her or any other employees and or independent contractors and other terms of their employment or contractual relationship, or any other confidential information of, about or concerning the business of Company, its manner of operations, or other data of any kind, nature of description. The parties of this agreement hereby stipulate that, as between them, the above information and times are important, material and confidential trade secrets that affect the successful conduct of the Company’s business and its goodwill, and that any breach of any term of this section is a material breach of this agreement.
- Employee further covenants, agrees and undertakes that all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to the business of Company, that he/she may prepare, use, construct, observe, possess or control, shall be and shall remain Company’s sole property.

- Employee further covenants, agrees and undertakes that all the business procured or managed by him/ her during his/her employment with the Company is and shall remain the permanent and exclusive property of Company. Any negative, adverse and mollified interference with Company business, property, Confidential information and material, Proprietary information, trade secrets, clients, customer, employees or independent contractors by Employee detrimental to the Company's interest or any of Company's agents during or after the term of Employee's employment shall be treated and acknowledged by the parties as a material breach of this Agreement.

NON-SOLICITATION:

Employee hereby further covenants, agrees, undertakes, and acknowledges that he/she shall be exposed to a significant amount of Confidential information and material concerning the Company's business methods, operations and customers during his/her employment with the Company and, that such information might be retained by him/her in tangible form or simply retained in his/her memory and, that the protection of the company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a reasonable restriction on his/her activities after the termination of employment. Therefore, the parties agree that for a period of two years following the termination of employment of the Employee, whether voluntary or involuntary and with or without cause, the Employee shall not solicit, divert or initiate any contract with, or attempt to solicit, divert or initiate any contact with, any customer, client, independent contractor or employee including market competitors, of the Company, for any commercial or business reason whatsoever.

CONDUCT:

Employee further covenants and agrees and undertakes that prior and subsequent to his/her termination date, if any, he/she shall not attempt to, in any manner:

- Adversely or prejudicially interfere with any Company's business.
- Adversely or prejudicially interfere in any manner with any of the Company's employees or independent contractors including market contractors.
- Use any Company's trade secrets, including but not limited to its customer lists, or other property, except in the best interests of the Company.
- Withhold any premiums, deposits or any other form of payments, applications, financial or confidential information of the Company's clients or customers.

Injunctive Relief:

Employee further covenants agree and undertake that any violation of this agreement pertaining to trade Secrets, [Non-Solicitation](#), and conduct will cause damage to Company in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Company may be entitled, the parties agree that Company shall be entitled to temporary or permanent injunctive relief for any breach or threatened breach by the employee of the terms of this agreement without proof of actual damages that have been or may be caused to Company as a result of such breach.

IN WITNESS THEREOF, the Parties hereto agree to be bound by the terms of this Agreement on the day and the year first above written.

**FOR COMPANY
Presence)**

WITNESS (Signed in my

(.....)

(.....)

Name:

Name:

Designation:

Address:.....

FOR EMPLOYEE

WITNESS (Signed in my Presence)

(.....)

(.....)

Name:

Name:

Designation:

Address: