

EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT

This EMPLOYEE NON-DISCLOSURE & NON-COMPETE AGREEMENT has been entered into this day [Date] [Month], [Year].

BETWEEN

[Company Name], an Indian [Company / Firm / LLP / Partnership] having its registered office at [Address Line 1], [Address Line 2], [City], [PinCode], [State] (hereinafter called [Company Name without Private Limited] which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns).

AND

[Employee Name], an Employee of [Company Name without Private Limited] and residing at [Employee Address Line 1], [Employee Address Line 2], [City], [PinCode], [State] (hereinafter referred to as "Employee" which expression unless repugnant to the context shall include all beneficiaries of the said employee).

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks and

other confidential and/or proprietary information limited to that forming part of the subject-matter of the agreement, and inclusive of all intellectual property that is the subject of ownership by Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, arising out of the performance of this agreement and/or other business arrangements, inclusive of but not limited to any oral arrangement which Company may have entered into with the Party or other party.

Confidential Information: Confidential information means, trade secrets, know-how, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house or by/through collaborative/venture efforts, inclusive of any and all improvements/modifications, alterations substantial or otherwise etc., that may have been effected to the said Confidential Information by Company. Also as used in this agreement, the term “Confidential Information” means (i) the terms and conditions of this Agreement inclusive of but not limited to any other prior confidential agreement whether explicit or implied by terms and relationship of Party with the company and his stated or present functions, that is subsisting on the date of this agreement; (ii) Company’s business plans, strategies, methods and/or practices; (iii) any information relating to Company or its business that is not generally known to the public, including, but not limited to information about Company’s Personnel, products, customers, marketing strategies, services or future business plans, and (iv) Process information defined as data/test data/reports/studies in-house or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral and/or practical instruction with reference to any product which company may own or be associated with such as manufacturing information, procurement specifications, quality control specifications, inspection and test protocols inclusive of other data that Company has ownership of/retains and is available and being used by Company with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, know-how, methods, techniques, systems, software (whether in object, source or executable code) documentation, data (irrespective of whether human or machine-readable) pertaining to

the Company's products, manufacture and sale of products envisaged by company's know-how or any other improved know-how.

Employee: Employee means any individual who was or is an employee of [Company name without private limited] whose status is permanent or contractual in nature on the date of commencement of the business by [Company name without private limited] its venture partners or its subsidiaries or beneficiaries.

WHEREAS

- a. Employee during his/her normal course of business has access to Intellectual Property and Confidential Information.
- b. The unauthorized disclosure by employee or ex-employee of the said intellectual property or confidential information could expose [Company Name] to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- c. [Company name] thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

2. Acknowledgement of Confidentiality

[Employee name] hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.

3. Agreement not to disclose

- a. [Employee name] hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialize or disclose except under terms of employment of [Company Name], any confidential information or intellectual property to any person or entity, or else under provision governed by this memorandum except as [Company name] may approve in writing.
- b. Even upon assignment of confidential information or intellectual property to [Company name], [employee name] undertakes to use at least the same degree of care in safeguarding the confidential information as he/she uses or would use in

safeguarding his/her own confidential information, and shall take all steps necessary to protect the confidential information or intellectual property from unauthorized or inadvertent disclosure.

4. Remedies for Breach of Confidentiality

[Employee name] agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to [Company name] which will not be adequately compensable in monetary damages, that [Company name] will have no adequate remedy at law thereof, and that [Company Name] may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect [Company name] against, or on account of, any breach by the employee/ex-employee of the provisions contained herein, and employee agrees to reimburse the reasonable legal fees and other costs incurred by [Company Name] in enforcing the provisions of the proposed transaction.

5. Non-Compete

Employee inclusive of his/her direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information to [Company Name] hereby agrees not to directly or indirectly compete with the business of [Company name] and its successors and assigns during the term of the agreement and for a period of 5 years [Five Years] following the expiration or termination of this contract and notwithstanding the cause or reason for termination.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the High Court of [High Court City] at [High Court City, State].

7. General Provision

- a. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral.
- b. This Agreement is expressly limited to its terms and may be modified or amended only by writing signed by both parties.
- c. Neither this Agreement nor any rights or obligations inherent in [Company Name], Confidential Information, know-how, trade secrets and other property and intellectual property hereunder may be transferred or assigned without [Company Name] written consent respectively. Any attempt to the contrary shall be void.

8. Severability

- a. The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.
- b. The parties hereto consider the restriction contained to be reasonable as to protect [Company name] interests and rights.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10. Notice

All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered, or after 15 days after mailing, if mailed by registered post.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorized representatives.

For Company Name

Designation

Address Line 1

Address Line 2

City, State PIN