

EMPLOYEE NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION and in consideration of being employed by Grasim Industries Limited (Birla Paints Division)Aditya Birla Centre, 'A' wing, 2nd Floor, S.K. Ahire Marg, Worli, Mumbai 400 030,India, the undersigned employee hereby agrees and acknowledges:

- That during the course of my employment there may be disclosed to me certain trade secrets of the Company; as said trade secrets consisting but not necessarily limited to:

 a.Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
 - **b.**Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production or merchandising systems or plans.
- 2. I agree that I shall not divulge to any entity by word of mouth or otherwise any particulars or details of our manufacturing processes, technical know-how, security arrangements, administrative and/or organizational matters whether confidential, secret or otherwise either during employment with us or afterwards which you may acquire during the course of your employment.
- 3. If at any time during your employment, you (whether alone or with any other person or persons) make any improvement in design/invention, which relates either directly or indirectly to the business of the Company or any Group Company, you shall promptly disclose all full details to the Company. Decisions as to patenting and exploration of any inventions of the Company shall be at the sole discretion of the Company.

- Ishall return to the Company all documents and property of the a. Company, including but not necessarily limited to drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
- b. The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- This agreement shall be binding upon me and my personal c. representatives and successors in interest and shall inure to the benefit of the Company, its successors and assigns.
- That if management finds any irregularity in this agreement or violation of this agreement by me, the management may terminate my services without any notice or assigning any reason thereof.

Signature

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