**Non-circumvention and Non-competition Agreement**

The Non-circumvention and Non-competition Agreement is effective from the date of signing, between BzAnalytics Private Ltd, having address at TNRA-M1, Thampuran Nagar, Edapazhanji jn,Thiruvananthapuram-695010, India, (the First Party) and Mr/Miss……………… aged ……….years residing at ……………………………….. with Aadhar card no:…………. (the Second party),an associate of the First party.

Purpose

The first party is engaged in software development and consultancy work for various clients in India and abroad. The software development work involves considerable expense and effort. Further, the prospective clients share considerable amount of highly confidential information during the course of software development. Hence for the good order and benefit of both the parties the following points are agreed.

1.The second party will not contact any competitor of the First Party or share any information or skill the second party has acquired during the period of association.

2.The second party will not contact existing or prospective clients of the first party without the prior permission of the First Party.

3..The second party will not share any information or record which was given to him/her solely for the purpose of developing the software, with anyone.

4.The second party will not make copy of any data or document which came under his/her custody.

5.The second party will not harm or damage any interest of the first Party or clients of the First Party. In case of damage, the second party will be obliged to compensate client or the First Party.

6.This agreement shall remain in force for five years from the date of signing.

7.Laws in India without reference to its conflict of laws principles, govern this agreement. Courts in Thiruvananthapuram will have exclusive jurisdiction over all disputes, differences arising out of or relate to this Agreement whether contractual, tortuous, equitable or otherwise.

In witness thereof, the Parties hereto have executed and delivered this Agreement to be effective from the date of signing.

For the First party thereof, Sulthana Shafi, Managing Director, BzAnalytics: …………………………………

For the Second party, Mr/Miss……………………………………………………. ………………………………

Date:……………………….(In words)