F-HR-020

Rev. No.: 00

**Ref. NO.:** **Dated**:

**1. CONFIDENTIALITY AGREEMENT**

**between**

Mr. {name}

Address {permanentAddress}

Mobile.no {mobileNumber}

Email {email}

**and**

**ACCELOR MICROSYSTEMS**

This Agreement is effective when signed by and between **Accelor Microsystems**(hereinafter referred as the “Company”), company having its registered office at **ACCELOR MICROSYSTEMS Plot No. F-451, Sector-74, Phase 8B Industrial Focal Point, SAS Nagar- 160055** and **Mr.** {name}, (hereinafter referred as the “Employee”), **S/o. {fatherName},** residing at **{permanentAddress}** collectively referred to as the “Parties”.

The Company has employed **Mr.** {name} since **{dateOfJoining}** and this agreement is intended to protect the confidential information disclosed by the Company in the course of employment to **Mr.** {name}**.** The Employee is currently or may be employed as an employee by the company for the position of “**{designation}”**. In addition to this responsibility or position (the "Employment"), this Agreement also covers any position or responsibility now or later held with the Company.

In consideration of the remuneration paid by the Company, the receipt and adequacy of which is hereby acknowledged, the Employee hereto agrees as follows:

1. **Confidential Information:** The Parties agree that information disclosed orally or in writing or made available by the Company (“Company”) to another Party (“Employee”), including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; employees details and their personal information; operating manuals or software for equipment tools and machines; customer information; computer programs; software codes; databases; suppliers; software; distribution channels; marketing studies; intellectual property; information relating to process and products, designs, business plans, business opportunities, marketing plans, finances, research, development, know-how or personnel; confidential information originally received from third parties; information relating to any type of technology, and all other material whether written or oral, tangible or intangible, shall be deemed “Confidential Information”. In addition, the existence and terms of this Agreement shall also be treated as Confidential Information. The parties agree that any Confidential Information disclosed prior to the execution of this Agreement during the course of employment was intended to be and shall be subject to the terms and conditions of this Agreement.
2. **No Breach of Others' Confidential Information:** The Employee further agrees that the Employee will not improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former Company’s or any other person or entity to whom Employee has an obligation of confidentiality,

and will not bring onto the premises of the Company or any of the Protected Parties, any unpublished documents or any property belonging to any former Company or any other person or entity to whom Employee has an obligation of confidentiality unless consented to in writing by the former Company or other person or entity.

**01 of 03**

1. **Intellectual Property:** The Employee hereby assigns to the Company the Employee’s entire right, title and interest in and to all discoveries and improvements, patentable or otherwise, trade secrets and ideas and writings and copyrightable material, which are conceived, developed, reduced to practice, or acquired by the Employee (collectively, “**IP**”) during the Employee’s employment, and which relate to the business of the

Company or any of its Affiliates, parent companies or subsidiaries. The Employee agrees to disclose promptly, fully and in writing all such IP to the Company. Employee is also bound not to misuse any of the company’s Intellectual Property in any form.

1. **Non-Disclosure:** The Employee expressly agrees that he/she shall not use Confidential Information provided by the Company in the development or delivery or for personal gain from providing of any products or services for his/her own account or for the account of any third party. The Employee shall protect the Confidential Information by using the same degree of care, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Employee uses to protect its own Confidential Information. The Employee shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility. The Employee also agrees that he/she will never use any of the company’s and its client’s or any product’s nomenclature including but not limited to the company’s or its client’s product’s nomenclature in any form and anywhere including but not limited to his/her resume, any of his/her social profile.
2. **Ownership of Confidential Information:** All Confidential Information, and all material items delivered by the Company to the Employee, remains the property of the Company and no license or other rights in the Confidential Information are granted to the Employee by this Agreement or by the act of disclosure.
3. **Unlicensed/Pirated software**: Under any circumstances, all the employees/interns of the company are strictly prohibited to make use of any of the pirated or unlicensed software within the company premises on company’s machine/personal machine, using official internet/personal internet. Any employee/intern found or caught doing so will be punished strictly, this may even lead to immediate termination from ongoing employment as well as financial recovery/fine.
4. **Non-Solicitation**

Any attempt on the part of the Employee to induce others to leave the company’s employ, or any effort by the Employee to interfere with the company’s relationship with its other employees and contractors would be harmful and damaging to the Company. The Employee agrees that from the date of this Agreement for a period of two years after the end of the Agreement, the Employee will not in any way, directly or indirectly

1. induce or attempt to induce any employee or contractor of the Company to quit their employment or retainer with the Company.
2. otherwise interfere with or disrupt the Company's relationship with its employees or contractors.
3. discuss employment opportunities or provide information about competitive employment to any of the Company's employees or contractors; or
4. solicit, entice, or hire away any employee or contractor of the Company.

This obligation will be limited in scope to those persons that were employees or contractors of the Company at the same time that the Employee was employed by the Company.

1. **Non-Competition**

Other than through employment with a bona-fide independent party, or with the express written consent of the Company, which will not be unreasonably withheld, the Employee will not, from the date of this Agreement for a period of two years after the end of the Agreement, be directly or indirectly

involved with a business which is in direct competition with the particular business line of the Company that the Employee was working during any time in the last year of employment with the Company.

**02 of 03**

1. **Forgery**: Any unauthorized act of creating or altering documents, signatures, items of value, or works of art with the intent to deceive can be considered forgery. This also includes signing someone else’s name to a document. Whoever commits forgery, intending that the [document or electronic record forged] shall be used for the purpose of cheating, shall be punished and a strict action will be taken against him/her and is also be liable to fine.
2. **Remedy:** The Employee hereby acknowledge that unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Company, which could cause significant and irreparable financial harm. Accordingly, the Employee agrees that the Company shall have the right to seek and obtain injunctive relief from breaches of this Agreement in addition to any strict legal action that can be taken against him/her.
3. **Termination:** This Agreement shall survive and remain in effect and expressly terminated in writing and signed by all Parties, or until two (2) years from the date of termination of employment between the Company and the Employee.
4. **General:** This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for against any party based upon the source of the draftsman ship of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective. The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose the same to any third party.

**For and on behalf of the “Company” For and on behalf of the “Employee”**

**(Signature & Seal) (Signature)**

**Date: Date:**

**Witness (HR Representative)**

**Name:**

**(Signature & Seal)**

**Date:**

**03 of 03**