

## NDA and Appointment Letter of TF

# Employee Non-Disclosure & Non-Compete Agreement

This Employee Non-Disclosure & Non-Compete Agreement, hereinafter known as the “Agreement”, is entered into between **Name of the employee** (“Employee”) and **TechForing Limited** (“Company”), collectively known as the “Parties” as of the 1st September, 2021 (the “Effective Date”).

### Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as “Confidential Information”) of or regarding the Company may be discussed between Employee and the Company (hereinafter known collectively as the “Parties”). The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company’s Confidential Information, and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee’s commencement of employment, or continued employment with the Company, the Parties agree as follows:

### Article II: Confidential Information

1. **Definitions:** Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company’s business.
2. **Exclusions:** For the purposes of this Agreement, information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if:
  - the information was publicly known;
  - the information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part; or
  - the information was approved for release by Employer through written authorization.

3. **Period of Confidentiality.** Employee agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than the Company for a period of **Five Years**.
4. **Limitations.** Employee shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to the Company and its business. Individuals under the Employee's command (affiliates, agents, consultants, representatives and other employees) are bound by and shall comply with the terms of this Agreement.
5. **Ownership.** All repositories of information containing or in any way relating to Confidential Information is considered property of the Employer. The removal of Confidential Information from the Company's premises is prohibited unless prior written consent is provided by the Company. All such items made, compiled or used by the Employee shall be delivered to the Employer by Employee upon termination of employment or at any other time as per the Employer's request.

## Article III: Inventions

1. **Prior inventions.** Any inventions created or conceptualized by the Employee prior to signing the Agreement are excluded from the provisions
2. **Ownership of Inventions.** Inventions constructed while under the Company's employment are the sole property of the Company except those described under subsection (C)
3. **Personal Inventions.** Inventions developed by Employee on their own personal time not constructed on Company property, and that were not created using any Company materials, equipment, technology or information, are exempt from the provisions of the Agreement.

## Article IV: Non-Compete Clause

1. **Clause-1:** The Employee specifically agrees that for a period of **3 Years** after the Employee is no longer employed by the Company, the Employee will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business in Bangladesh, which distributes or sells products or provides services similar to those distributed, sold, or provided by the Company at any time during the **3 Years** preceding the Employee's termination of

## Article V: Entire Agreement

1. **Previous Agreements.** This Agreement constitutes the entire agreement and the signing thereof by both Parties nullifies any and all previous agreements made between Employer and Employee.
2. **Modifications and Amendments.** No modifications, amendments, changes or representatives of both
3. **Successors and Assigns.** This Agreement shall be binding upon the successors, subsidiaries, assigns and corporations controlling or controlled by the Parties. The Company may assign this Agreement to any party at any time, whereas Employee is prohibited from assigning any of their rights or obligations in the Agreement without prior written consent from

## Article VI: Nature of Relationship

1. **Non-contract.** The Agreement does not constitute a contract of employment, nor does it guarantee continuing employment for the
2. **Non-partner.** The Agreement does not create a partnership or joint venture between Company and Employee. Any financial arrangements made between both Parties shall not be included in this Agreement but must be disclosed in a separate document.

## Article VII: Immunity

Disclosing Confidential Information to an attorney, government representative or court official in confidence while assisting or taking part in a case involving a suspected violation of law is not considered a breach of this Agreement. Should the Employee be required to disclose Confidential Information by law, the Employee shall provide Employer with prompt notice of such request.

## Article VIII: Breach of agreement

1. **Cause for Action.** Employee understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court of Peoples Republic of Bangladesh, and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential
2. **Indemnification.** Employee understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, employee or representative of the Employee causes damage, loss, cost or expense to the Company, the Employee shall be held responsible and shall indemnify the Company.
3. **Injunctive** The Employee understands and agrees that the use or disclosure of Confidential Information could cause the Company irreparable harm and the Company has the right to pursue legal action beyond remedies of a monetary nature in the form of injunctive or equitable relief. This may be in addition to any other remedy, penalty or claim the law can provide.
4. **Notice of Unauthorized Use or Disclosure.** Employee is bound by this Agreement to notify the Company in the event of a breach of agreement involving the dissemination of Confidential Information, either by the Employee or a third party, and will do everything possible to help the Company regain possession of the Confidential Information.

## Article IX: Prevailing party

In a dispute arising out of or in relation to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees, costs and necessary expenditures.

## Article X: Severability

Any provision within the Agreement (or any portion thereof) deemed invalid, unlawful or otherwise unusable by a court of law shall be dissolved from the Agreement and the remainder of the Agreement shall continue to be enforceable. A severed provision shall not alter the integrity of the Agreement, and the terms set forth in any severed provision shall be construed in such a way as to interpret the purpose for which it was drafted.

## Article XI: Governing Law

This Agreement shall be governed in accordance with the laws of the People's Republic of Bangladesh.

IN WITNESS WHEREOF, the Parties hereto agree to the terms of this Agreement and signed on the dates written below.

Employee Signature:

TechForing Limited:

**Print Name:**  
**Name:**

**Print**

**Date:** \_\_\_\_\_

**Date:**

Unit 3/40 seconds

## Culture at TF

## Culture at TF

### Behavior

Employee behavior is defined as an employee's reaction to a particular situation at workplace. Employees need to behave sensibly at workplace not only to gain appreciation and respect from others but also to maintain a healthy work culture. One needs to adhere to the rules and regulations of workplace. Techforing always expect its employee to be at their best behavior. A formal workplace environment and behavior should always be maintained. Remember your behavior will say what kind of person you are. Maintaining a professional behavior is always expected from techforing employees.

### Work Ethics

As a TechForing stuff, you need to work hard every day and produce result consistently. We don't want to comfort you with sweet talks. We want to be straight forward that if somewhere else you work 5 years, you will work the same in 4 years with us.

### Honesty & Transparency

Techforing always aims to maintain the honesty and transparency between the employees and also its benefactors. As an employee of techforing you should always reflect on this. It's ok to make mistake but being honest and transparent about it is what really counts. It also helps the employee to create a positive impression and a bridge of trust with the management.

### Respect & Love

Techforing always encourages it's employee to respect and love each other. We should always remember that we are a team. And we should always show respect and empathy to our fellow employee. No bullying (physical, verbal, and other) is allowed here. Also no gender discrimination or any sort of discrimination is tolerated here.

## **Punctuality**

As a Multinational Company techforing always aims to be the best. And to be the best maintaining Punctuality is very important. As an employee of techforing being punctual to your work is a must. And this punctuality not only means coming to the office in time. This means to attend the work or start the work and finish the work before deadline.

## **Communication**

It's important for an employee to establish and maintain a clear communication process with the management team and as well as the other employees. This is vital for the career growth of the employee as well. Proper communication skill is a key to evolve. Employees should keep in mind that they should not use offensive or informal words while communicating with the management and other employees when they are communicating for official purpose. Also showing respect according to the designation is a must while communicating with the proper authority.

## **Dress code**

As a techforing employee you are the representative of our company. So you should always dress to impress your surroundings. Techforing tries to maintain a corporate environment in the office premises so employees should dress accordingly.

## **Career growth plan**

Techforing aims to grow with their employee. We always focuses on the career growth of the employee so that they can be the better version of themselves. Techforing ensures the growth of their employee through various on job rigorous training module. Also we focuses on improving our employee's efficiency and productivity. Techforing always look for excellence. So the career growth plan of an employee is set accordingly. There are three steps in this plan.

- Mentoring
- Training
- Self-assessment

Mentoring is done by sharing the knowledge and expertise of the superiors with employees in order to help them set goals, fix problems, and make good choices along their career path. Training is done through on job training and also external training. And self-assessment is done through the feedback of the employee. Each month we have an "All hand meeting" where we focuses on reflecting on the work the employees have done that month and how they can improve themselves