

Employee Non-Disclosure & Non-Compete Agreement

This Employee Non-Disclosure & Non-Compete Agreement, hereinafter known as the "Agreement", is entered into between **Employee Name ("Employee")** and **TechForing Limited ("Company")**, collectively known as the "**Parties**" as of 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 the 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 the Employee's commencement of employment, or continued employment with the Company, the Parties agree as follows:

Article II : Confidential Information

- a. 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.
- b. Exclusions.** For the purposes of this Agreement, the 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 the Employer through written authorization.
- c. 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**.
- d. Limitations.** Employees 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.
- e. Ownership.** All repositories of information containing or in any way relating to Confidential Information are 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



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Employer by the Employee upon the termination of employment or at any other time as per the Employer's request.

Article III : Inventions

- a. **Prior inventions.** Any inventions created or conceptualized by the Employee prior to signing the Agreement are excluded from the provisions herein.
- b. **Ownership of Inventions.** Inventions constructed while under the Company's employment are the sole property of the Company except those described under subsection (C) below.
- c. **Personal Inventions.** Inventions developed by employees 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

Clause-01: The Employee specifically agrees that for a period of **03 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 **03 Years** preceding the Employee's termination of employment.

Article V : Entire Agreement

- a. **Previous Agreements.** This Agreement constitutes the entire agreement and the signing by both Parties nullifies any and all previous agreements made between Employer and Employee.
- b. **Modifications and Amendments.** No modifications, amendments, changes, or representatives of both Parties.
- c. **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 Employees are prohibited from assigning any of their rights or obligations in the Agreement without prior written consent from the Company.

Article VI : Nature of Relationship

- a. **Non-contract.** The Agreement does not constitute a contract of employment, nor does guarantee continuing employment for the Employee.
- b. **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

- a. **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 the Peoples Republic of Bangladesh and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.
- b. **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



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responsible and shall indemnify the Company.

- c. **Injunctive Relief.** 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.
- d. **Notice of Unauthorized Use or Disclosure.** The 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.