

Mutual Non-Solicitation Agreement

This Mutual Non-Solicitation Agreement ("**Agreement**") is made this 11th day of September 2020 ("**Effective Date**"), by and between **GAME AND APP STUDIO**, a Partnership Company, having its registered office at **Plot No. F-452, Phase 8B Industrial Area, Mohali Punjab 160062** and _____ with its principal place of business at _____ and is made within the context of the following recitals. In this Agreement, each of **GAME AND APP STUDIO** and _____ are sometimes referred to herein as a "**Party**" and collectively as the "**Parties**".

Whereas: Game and App Studio and Subcontractor are providers of certain digital transformation and software development services to various industry sectors.

Whereas: Game and App Studio desires to engage _____ as a subcontractor on a certain project that Game and App Studio is currently evaluating for one of its customers (the "**Project**").

Whereas: As an integral part of the Project, _____ as a subcontractor, will have direct interaction with Game and App Studio's customer. In addition to the foregoing, during the Project, certain employees of the Parties will meet and collaborate on various deliverables for the Project.

Whereas: The Parties desire to enter into this Agreement for the purposes of preserving each of their respective customers and employees in order to maintain their customer relationships and the continuity of their respective workforces during the course of the Project and for a period of time thereafter.

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall commence on the Effective Date and shall terminate on the first anniversary hereof (the "**Term**").
2. **Non-Solicitation.**
 - a. **Non-Solicitation of Customers.** During the Term and for a period of three (3) years following the expiration hereof (the "**Survival Period**"), neither Party, either through itself, or through any subsidiary, affiliate, agent, or otherwise, shall solicit for business or otherwise engage with any customer introduced to a Party by the other Party to this Agreement for the provision of any services directly with such customer of the other Party. The Parties acknowledge and agree that during the Term and the Survival Period, any services provided by a Party to a customer of the other Party shall be provided as a subcontractor to the Party to whom the customer belongs.
 - b. **Non-Solicitation of Employees.** During the Term and the Survival Period, neither Party, either through itself, or through any subsidiary, affiliate, agent, or otherwise, shall (a) directly or indirectly, hire, engage or employ (as an employee, consultant or otherwise) any employee or employees of the other Party; or (b) directly or indirectly, solicit for employment or the engagement of services of any employee of the other Party; or (c) induce or attempt to induce any employee of a Party to leave his or her employment with such Party; or (d) in any way intentionally interfere with the employment relationship between a Party and its employees for the purpose of employing or engaging the services of any such employees of the other Party.
3. **Exceptions to Employee Solicitation.** Nothing herein shall preclude a Party from employing or soliciting any employee of the other Party (a) if such employee or employees independently respond to any public advertisement or general solicitation published by the hiring Party (such as a newspaper advertisement or internet posting) not specifically targeting such employee or employees of the other Party; or (b) if such employee or employee's employment has previously been terminated by a Party for any reason, provided, that the hiring Party has not induced such employee to cause or invite the termination his or her employment.

4. Breach.

- a. In the event that a Party solicits any customer of the other Party during the Term and the Survival Period, upon discovery thereof, the non-breaching Party shall be entitled to seek an immediate injunction against the other Party, without posting bond or other security, and to seek all other remedies available at law and in equity including, without limitation, monetary damages.
- b. In the event that a Party elects to solicit and hire any employee of the other Party in any capacity prior to the expiration of the Term and the lapse the Survival Period in breach of this Agreement, the hiring Party agrees to pay the other Party liquidated damages in an amount equal to one-hundred percent (100%) of such employee's annual Compensation rate paid by the hiring Party. For the purposes hereof, "**Compensation**" includes base gross salary, gross compensation for services, fees, wages, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, incentive bonuses and all other payments to be made to such employee during the first twelve (12) months of employment by the hiring Party.

5. Miscellaneous

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter hereof.
- b. Waiver. The failure of a Party to enforce any provisions of this Agreement will not be construed as a waiver of any provision, or the right of such Party thereafter to enforce any provision hereof.
- c. Counterparts. The Parties may execute this Agreement in duplicate originals, each of which shall constitute an original, and all of which, collectively, shall constitute only one agreement. The signature of all the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page is as effective as executing and delivering this Agreement in the presence of the other Parties. Any party delivering an executed counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart thereof, but the failure to do so does not affect the validity or enforceability of this Agreement.
- d. Notices. Any notice or other communication will be deemed to be properly given only when sent via the Speed Post/Registered Letter through Indian Post Office (Post Office) or a nationally recognized courier, addressed as shown on the first page of this MSA. Alternatively, the parties may, at their election, utilize email as the method of delivery of any such notice to be provided hereunder. Any such notices sent by email shall be delivered to the email addresses set forth in the signature block below, or such other email address as designed by a party during the Term. Notices shall be deemed effective when delivered to the applicable address, unless any such notice is sent by email, in which event, notice shall be deemed effective upon confirmation of delivery by a "read receipt" or other such notice generated by the applicable email system, but in any event, by reply of the recipient of such notice.
- e. Choice of Law and Venue. This Agreement shall be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Punjab and India governing contracts entered into and performed entirely within that State, without regard to its conflicts of law principles. The sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be Ludhiana, Punjab.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of the Parties on the dates set forth below.

GAME AND APP STUDIO

Second Party

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Email:

Email: