

	Maxwell Logistics Private Limited <b>Confidentiality &amp; Non-Disclosure Agreement</b>	ISMS
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This Agreement is made effective as on \_\_\_\_\_ by and between (Employer) M/s Maxwell Logistics Private Limited, address: 7<sup>th</sup> Floor, 105, Surya Towers, S.P. Road, Secunderabad- 500003, Telangana State, India.

(Employee Name & ID) \_\_\_\_\_ of Address:-

- A. MLPL is engaged in the business of providing services related to Logistics Service.
- B. MLPL desires to have the services of the Employee.

Both are agreeing as follows:

- A. **CONFIDENTIALITY** - Employee recognizes that MLPL has and will have information regarding the following:
  - Inventions / Products related other than mentioned in website/ broacher
  - Prices /Costs
  - Future plans
  - Business affairs
  - Trade secrets
  - Customer lists
  - Copyrights and other vital information (collectively, "Information") which are valuable, special and unique assets of MLPL.
- B. Employee agrees that the Employee will not at any time or in any manner, directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of the MLPL. Employee will protect the Information and treat it as strictly confidential. A violation by Employee of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief. In addition, the employee agrees that all client related information and/or documentation received from any source is considered confidential and ensures that he/she will maintain the security and confidentiality of such and is prohibited from any disclosure unless written authorization by the original source is received.
- C. **UNAUTHORIZED DISCLOSURE OF INFORMATION** - If it appears that Employee has disclosed (or has threatened to disclose) Information in violation of this Agreement, MLPL shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. MLPL shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.
- D. **CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT** - The confidentiality provisions of this Agreement shall remain in full force and effect for 01 year period after the termination of Employee's employment.

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- E. **EMPLOYEE'S INABILITY TO CONTRACT FOR MLPL.** Employee shall not have the right to make any contracts or commitments for or on behalf of MLPL without first obtaining the express written consent of MLPL.
- F. **COMPLIANCE WITH MLPL'S RULES.** Employee agrees to comply with all of the rules and regulations of MLPL.
- G. **RETURN OF PROPERTY.** Upon termination of this Agreement, the Employee shall deliver all property (including keys, records, memoranda and equipment) that is in the Employee's possession or under the Employee's control, which is MLPL's property or related to MLPL's business.
- H. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
- I. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- J. **APPLICABLE LAW.** The laws of Telangana State, India shall govern this Agreement.
- K. **VALIDITY OF AGREEMENT.** This Agreement supersedes any prior written or oral agreements between the parties. Duration is till the employee is in service.

**Employer: Maxwell Logistics Private Limited**

Signed By & Designation :

AGREED and ACCEPTED.

Employee Name :

Employee Code/ ID :

Designation :

Dept :

Employee Signature: \_\_\_\_\_