**NON-COMPETE, CONFIDENTIALITY, AND NON-DISCLOSURE AGREEMENT**

This Non-Compete, Confidentiality, and Non-Disclosure Agreement (“Agreement”), is hereby entered into by and between **GigHz IT Solutions,** and **${name}.**

The Agreement is effective on **${date}**.

**WHEREAS,** Employee acknowledges the necessity of safeguarding GigHz IT Solutions’s proprietary and confidential information and trade secrets and recognizes the sensitive nature of such information,

**WHEREAS**, GigHz IT Solutions is willing to employ Employee and to disclose GigHz IT Solutions’s confidential information and permit Employee to have direct contacts with GigHz IT Solutions’s existing and future clients, stakeholders, etc. as necessary to Employee’s job assignment, in exchange for Employee agreeing to the terms of this Agreement. In consideration of the at-will employment of Employee, GigHz IT Solutions’s decision to grant Employee access to certain Confidential Information and contacts, and the mutual covenants, promises and representations made herein, the adequacy and sufficiency of which is hereby specifically acknowledged and agreed to by Employee, the parties hereto agree as follows:

**1. Commitment Acknowledgment**:The individual acknowledges that the management has placed its trust in their commitment to the organization for a period of one (1) year. By signing this agreement, the individual affirms their intention to honor this commitment in good faith and contribute positively to the organization during this period.

**2. Confidentiality and Non-Disclosure Acknowledgment.** GigHz IT Solutions agrees it will provide Employee with access to confidential information as necessary for Employee to perform his employment duties for GigHz IT Solutions and Employee agrees he shall hold in the strictest confidence and shall neither: (i) divulge or disclose any Confidential Information, as defined in this Agreement, to any entity or individual, except as may be expressly authorized in writing by GigHz IT Solutions, nor (ii) use any Confidential Information for the benefit of himself or any other entity, employer, or individual.

**3. Confidential Information.** As used in this Agreement, “Confidential Information” includes, but is not limited to: GigHz IT Solutions’s business plans and strategies with respect to its facilities, equipment, programs, products, services, operations; policies, processes, designs, techniques, and procedures; employee personnel files; information related to grants and grant applications of GigHz IT Solutions; financial information of GigHz IT Solutions; client information of any kind (including client files, medical information, criminal background information, social security numbers, contact information, personal financial information, driver’s license numbers, and dates of birth); sales, marketing, and development information (including reports, strategies, techniques, contracts, and contacts); information related to electronic device hardware, software, programs, processes, passwords, and codes; and technological data and technological prototypes and inventions. Information that is generally

known to GigHz IT Solutions’s competitors or to the general public by means other than disclosure by Employee or any other entity for which Employee performs work will not be considered confidential for purposes of this section.

4**. Non-Compete/Non-Solicitation.**

During Employee’s employment with GigHz IT Solutions and for a period of 12 months after the voluntary or involuntary termination of Employee’s employment with GigHz IT Solutions, Employee shall not, directly or indirectly, for himself or any proprietorship, partnership, limited liability corporation, trust, or other person or entity, as an individual, or as an owner, employee, agent, independent contractor, officer, director, partner, member, manager, lender, consultant, shareholder, advisor, trustee, or in any other capacity: (a) divert away from GigHz IT Solutions any client of GigHz IT Solutions or attempt to divert away from GigHz IT Solutions any client of GigHz IT Solutions; or (b) solicit, recruit, or hire any employee of GigHz IT Solutions or induce or attempt to induce any such employee to leave the employment of GigHz IT Solutions. For purposes of this Section 3, the phrase “client of GigHz IT Solutions” shall mean any person, corporation, partnership, or other entity who: (a) obtained or received services or products from GigHz IT Solutions while Employee was employed by GigHz IT Solutions; and (b) Employee had material contact (whether personally, telephonically, or through written or electronic correspondence) with during his employment with GigHz IT Solutions or about whom Employee received confidential information while employed by GigHz IT Solutions.

If Employee takes actions in violation of this Agreement, Employee understands and agrees that the 12-month post-employment period set forth above in this Section 3 of this Agreement will run from the date on which the violation of the Agreement ceases, whether by injunction or otherwise, and not from the date Employee’s employment with GigHz IT Solutions ends.

**5. Employee’s Understandings.**

Employee acknowledges GigHz IT Solutions maintains substantial secrecy concerning the confidential information and trade secrets and that, absent disclosure by GigHz IT Solutions to Employee, Employee could not otherwise have readily ascertained the Confidential Information by proper means, and/or have acquired knowledge of such Confidential Information. Additionally, Employee acknowledges that the restrictions set forth above in Section 3 are necessary to protect the legitimate business interests of GigHz IT Solutions. Employee also acknowledges that: (a) separate and distinct promises in this Agreement are reasonable and necessary in order to protect GigHz IT Solutions’s legitimate business interests; (b) any violation will result in an irreparable injury to GigHz IT Solutions; and (c) GigHz IT Solutions may, in the event of any threatened or actual breach of this Agreement, apply to any court of competent jurisdiction for appropriate injunctive relief, in addition to any other remedies available at law or equity or any remedies. Employee further understands that breach of this agreement constitutes grounds for immediate termination from employment with GigHz IT Solutions.

**6. Non-Waiver.** The failure of GigHz IT Solutions to insist upon performance of one or more of the terms or conditions of this Agreement, to exercise any right or privilege herein conferred, or the waiver by GigHz IT Solutions of any breach of any of the terms or conditions of this Agreement shall not be construed as a subsequent waiver by GigHz IT Solutions of any subsequent breach of any of such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**7. At-Will Employment.**

GigHz IT Solutions and Employee specifically agree and acknowledge that nothing contained within this Agreement shall alter in any manner Employee’s status as an at-will employee of GigHz IT Solutions.

**8. Return of Confidential Information.**

Immediately upon termination of Employee’s employment, whether voluntary or involuntary, or at any other time requested by GigHz IT Solutions, Employee will immediately provide GigHz IT Solutions all originals and all copies of any confidential information whether maintained in tangible, documentary form, or in electronic format that is in Employee’s possession or under Employee’s control. In addition, at the time Employee’s employment ends, he shall promptly return all GigHz IT Solutions property, such as files, software, keys, and electronic devices. Unless specifically authorized in writing, Employee understands there is no authority to remove Confidential Information from GigHz IT Solutions’s premises or keep and/or retain any Confidential Information, either in original format or any copy and whether as a document or in electronic format.

**9. Dispute Resolution**

a) All disputes, controversies or differences, which may arise between the Parties in respect of this Agreement including without limitation to the existence, validity, interpretation, construction, performance and enforcement or alleged breach of this Agreement, the Parties shall, in the first instance, attempt to resolve such dispute, controversy or difference amicably through mutual consultation.

b) If the dispute, controversy or difference is not resolved through mutual consultation of the parties after commencement of discussions, such dispute / controversy shall be referred to and settled by an Arbitral Tribunal comprising of a sole arbitrator, appointed by the company.

c) The Sole Arbitrator shall have powers to award and/or enforce specific performance. All arbitration awards will be final and binding upon the Parties.

d) All proceedings in such arbitration shall be conducted in English. The venue of the arbitration proceedings shall be in Bargur, Krishnagiri District.

**10. Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any portion of this Agreement.

**11. Assignment.** Neither GigHz IT Solutions nor Employee may assign their respective rights or obligations under this Agreement without prior written consent from the other party, except that such rights and obligations may be assigned by GigHz IT Solutions without such prior written consent if the assignment is in connection with a transfer of control of GigHz IT Solutions. This Agreement and its, promises, covenants, rights and obligations, shall be binding upon and inure to the benefits of the Parties and their respective heirs, successors, and assigns.

**12. Entire Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and shall be binding on the parties and their respective legal representatives. Any amendments or alternative or supplementary provisions must be in writing and be duly executed by each of the parties hereto or by an authorized representative or agent of each of the parties hereto.

**13. Acknowledgements.** By signing this agreement, Employee acknowledges that he has read the agreement, that he understands the agreement and intends to fulfill each and every one of the promises in this agreement, that he understands that this is a legally binding agreement, that he has received a copy of this agreement and that he understands, acknowledges and agrees that the promises made herein are reasonable and necessary to protect GigHz IT Solutions’s legitimate business interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**FOR GIGHZ IT SOLUTIONS**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Mr. T. Chandramohan)**

**Managing Partner**

EMPLOYEE: I have read, understood and agree to the terms set forth in this Agreement as evidenced by My signature below.

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