**Non-Disclosure Agreement**

This Agreement is deemed to have been executed by and

BETWEEN

The All HIVE SOLUTION, having its place of business at Sector 44 Road, Sector 44,Gurugram,Haryana,India,122004 (hereinafter referred to as “ALL HIVE SOLUTION”);

AND

Mr./Miss./Mrs. Name…………………………....To be filled by EmployeeDesignation **Full Stack Architecture Design** (hereinafter referred to as “ **Employee** ”) a Indian inhabitant residing at……………………………………………………., …………………………………………………………………………………………………….., ………………………………………………………………………………………………………S/o Father Name ……………………………………….…………………..(To be filled by  **Employee** ) current full address with pin code ……………………………………………………………………………………………….…..., ……………………………………………………………………………………………………., …………………………………………………………………………………………………….,(To be filled by  **Employee** ) and having permanent address at permanent full address with Pin code, selected for Employee Training/ Probation period (herein after referred to as “ **Employee** ”)

ON

The “Effective Date”……………………….,viz the date on which the Employee commenced employment with the ALL HIVE SOLUTION.

And Whereas, the  **Employee** and the Employer contemplate a relationship which will require the disclosure by the Employer to the  **Employee** of Confidential Information as defined in clause 1 below. In consideration of the mutual covenants and promises contained herein, the  **Employee** and the Employer agree as follows:

1. In this Agreement, the term “Confidential Information” shall mean in all respect, types, terms & moral responsibility of any confidential, proprietary and trade secret information of the Employer, including information and data of an intellectual / commercial property, technical or scientific nature and software codes or firmware either belonging to the Employer or which the Employer has a duty to protect on behalf of their own clients, business partner, business channel partner, vendor & customer provided that such information is clearly marked as “confidential” “proprietary” or “secret”.

2. In respect of Confidential Information disclosed to the  **Employee** by the Employer, the  **Employee** is agree that:

(a) It will not directly or indirectly disclose Confidential Information to any third party, but it not limited to third party, it also include the client, vender, business partner/supplier, business channel partner, associates, customers and employee personal information; and

(b) It will not use Confidential Information for any purposes other than those asked by the Employer or which are necessary to fulfill a contract entered into with the Employer; and

(c) It shall protect Confidential Information with at least the same degree of care as it protects its own confidential and proprietary information and in any event with not less than a reasonable degree of care.

3. This Agreement imposes no obligation on the  **Employee** in respect of Confidential Information which:

(a) Is in the public domain without breach of this Agreement; or

(b) Is approved for release in writing by the Employer/Management Team; or

(c) Is known to the  **Employee** prior to the date of this Agreement;

4. The  **Employee**  shall exercise and take extreme precaution in the transfer of data and other backup material to and from the client, business partner, business channel partner, associates, vendors, customers & employee personal information to avoid all interception by third parties and misuse by unscrupulous  **Employee** .

5. The  **Employee** agree that all Confidential Information / Software codes / data, client, business partner/supplier, business channel partner, associates, vendors, customers & employee personal information disclosed to it by the Employer shall well remain the property of the Employer. After completion of the tasks in contemplation of which the Confidential Information / Software codes / data, client, business partner/supplier, business channel partner, associates, vendors, customers & employee personal information was disclosed, the Employee will on approved receipt of a written request from the Employer/Management Team of the ALL HIVE SOLUTION destroy all copies of the confidential Information in its possession whether as a hardcopy or in the electronic form and there after certify in writing that it has done so.

6. Where The  **Employee** carries out a conversion of such software to a different form, representation or computer language, either using an automated tool or through human effort or by a combination of both, all intellectual property rights in the converted software shall remain with the owner or owners of the intellectual property rights in the original form/software. vendors, business partner/supplier or business channel partner, associates, customers and for any employee

7. The  **Employee** shall not work for any neither shall reproduce similar software(s) for any other client, vendors, business partner/supplier or business channel partner, associates, customers and for any employee.

8. The  **Employee** is agree & confirm that will not disclose the Confidential Information of the, Planning, Procedure, Strategies, Resource, Methodology & Practice method of the ALL HIVE SOLUTION, the information related to the selected, non selected and short listed candidate personal information can’t be use by any other purposes apart from the use of in the best interest & growth of the ALL HIVE SOLUTION & their Team.

9. This Agreement shall void/terminate after a period of Thirty Years from the date of this Agreement.

10. The Employee represent that his performance of all the rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc., of this agreement and as an employee of the ALL HIVE SOLUTION does not and will not breach any agreement to keep in confidence Proprietary Information, knowledge or data acquired by him in confidence or in trust prior to his employment with the ALL HIVE SOLUTION and during his employment by the ALL HIVE SOLUTION. He will not improperly use or disclose to the ALL HIVE SOLUTION or induce the ALL HIVE SOLUTION to use, any confidential information or material belonging to any previous employer or other parties. The  **Employee** confirms that he has not brought and will not bring onto the premises of the ALL HIVE SOLUTION or use in the performance of his responsibilities at the ALL HIVE SOLUTION any unpublished documents belonging to any previous employer or any other person to whom he has or had an obligation of confidentiality unless consented to in writing by that previous employer or person. The  **Employee** is agree not to enter into any agreement either written or oral in conflict with this Agreement.

11. ENFORCEMENT

(a) The  **Employee** confirm to understand and agree that in the event of a prospective or actual breach of this Agreement by him, damages would not be an adequate remedy to compensate the ALL HIVE SOLUTION for the losses suffered as a result of such breach. Accordingly, in addition to all other rights and remedies the ALL HIVE SOLUTION has at law or in equity, in the event of a threatened or actual breach of any of the rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc. and provisions of this agreement, the ALL HIVE SOLUTION shall be entitled to a temporary restraining order and to temporary and permanent injunctive relief, to prevent or terminate such anticipated or actual breach, without the necessity of proving actual damages or being required to post any bond or other undertaking in connection with any such action, provided that nothing in this agreement shall be construed to limit the damages otherwise recoverable by the ALL HIVE SOLUTION in any such event.

(b) In addition, the ALL HIVE SOLUTION shall have the right to inform any person, organization or business entity and the principals of the foregoing and any other third parties that the ALL HIVE SOLUTION reasonably believes to be receiving or intending to receive from  **Employee** in question any Information in violation of the rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc., of this Agreement, that participation by such entity or persons with him in activities in violation of this Agreement may give rise to claims from the Employee by the ALL HIVE SOLUTION against such entity, persons or third parties.

12. PURPOSE AND INTENT that the Employee acknowledge and agree that this Agreement does not constitute an agreement of employment and that nothing in this Agreement shall confer any right upon him with respect to his employment by the ALL HIVE SOLUTION, including, without limitation continuation of such employment, and to the extent there is employment with ALL HIVE SOLUTION such employment shall only be construed to be "at will".

13. REPRESENTATIONS that the **Employee** represents and warrant to the ALL HIVE SOLUTION that:

(a) This Agreement does not constitute a violation of any other agreement to which **Employee** is a party and it has been executed and delivered by him after having an opportunity to consult with his legal and other professional counsel and advisors.

(b) Employee has the full power and authority to enter into and have obtained all necessary authorizations and approvals required for the execution and delivery of, this Agreement.

(c) The  **Employee** have taken all necessary actions to execute and deliver this Agreement, and this Agreement constitutes his/her valid and binding agreement, enforceable in accordance with its rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc.,

(d) The  **Employee** have complied with the rules and regulations, terms and conditions, clauses, policy guidelines, code of conduct etc., of this Agreement during the entire course of employment with the ALL HIVE SOLUTION or engagement in any other capacity whatsoever, whether as a consultant, independent contractor or in any other relationship.

14. MODIFICATION that this agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by  **Employee** and the ALL HIVE SOLUTION. The  **Employee** agree that any subsequent change or changes in duties, salary, or compensation, increment / appraisal of the employee as per the decision of the employer means the ALL HIVE SOLUTION Management or any change in rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc., of employment shall not affect the validity of this Agreement.

15. ENTIRE AGREEMENT that the  **Employee** acknowledge receipt of this agreement, and agree that with respect to the subject matter of this Agreement it is his/her complete/entire agreement in all angle/aspect with the ALL HIVE SOLUTION, superseding by any previous written communications, representations, understandings or agreements with the ALL HIVE SOLUTION or any of its officers or representatives.

16. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be modified to the extent of necessary points & requirement to make the changes/to make it valid, legal and enforceable whilst preserving the intent of the parties to this agreement, and all other provisions of this Agreement shall be regarded as fully valid and enforceable in best interest and growth of ALL HIVE SOLUTION.

17. This Agreement is governed by the laws of India and the Participant agrees to the non-exclusive jurisdiction of the courts of India subject to Delhi in relation to this Agreement.

18. The failure of either party to enforce any right under this Agreement shall not be deemed a waiver of any right relating to any subsequent breach of the Agreement.

19. The Employee Training/ Probation shall not use any confidential documents without prior approval of the Management Team of the ALL HIVE SOLUTION. Any misuse of confidential documents will lead to the termination of the employment without any notice or payment in lieu of the notice and company would not have any further obligation on the employee financial or otherwise. Any kind of loss to the company due to this breach will lead to recovery/payment of monetary damages by the Employee .(Refer to the Policy of Employee Code of Conduct).

20. We are entering into an agreement where mutual trust is the most important factor. This document is created with proper legal advice. Any editing which may include but not limited to; adding or deleting any clause, changing the format, changing the language is strictly prohibited. If done so whatever original rules and regulations, terms and conditions, clauses, policy guidelines, employee code of conduct etc., of the Company means the All Hive Solution will still be applied by default. If the company finds out at any point of time during your association and after your association with the company, that the Trainee/Employee have breached the policies and altered or try to alter the any types of the Company means the ALL HIVE SOLUTION’S documents or has done any sort of editing in the points/clauses/paragraphs, the company reserves the right to take the necessary disciplinary or non disciplinary action against them according to the company standard policy and Indian laws/Act;

* To terminate your services and withdraw all the commitments and authorization with immediate effect.
* To not make any kind of payments to you in terms of salary and all or any other benefits.
* To not release any relieving or experience certificates/documents.
* To give negative reference to Employee Training/ Probation future employer& list out your name on the company notice board in the column of breach/misconduct.
* To take the legal action against Employee Training/ Probation also.
* If the Trainee/Employee is found to edit any information and hence proved he/she in the near future during his/her employment will be liable to abide by default as agreed for all the updated company documents as on date and will have to return/compensate complete salary and all or any other benefits received from the company means the ALL HIVE SOLUTION till date.
* Any kind of loss due to Trainee/Employee breach of trust, misconduct, violation of employee code of conduct etc., has to be borne/paid by the Employee Training/ Probation in all aspect.

**\*Note :Confidential document not to be misused**

\*Note: If you are unable to sign this form manually or digitally due to the present situation we have give you an option to Declare your consent on the DECLARATION OF CONSENT FORM and Vice-Versa.

Employee Employer

(Signature of the Employee )

For All Hive Solution

Name:

Designation:

Place: Supervisor/Training Manager/Sr. HR Manager

Date:

HR & Operations Head Signature

Signature of the Authorized person

(Due to the present unpredictable situation and non availability of facility and staff, Authorized signatory's name is mentioned above instead of signature same can be applicable for Employee)

Due to current ongoing or any unpredictable circumstances or situations in near future (like Natural Calamities, New Pandemic, War etc.) you will need to provide the below mentioned details as part of personal information documents for working from home for the purpose of Non Disclosure Agreement:

Please affix recent photograph

(Not More than 15 days old)

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| --- | --- | --- | --- |
| **Sr.No.** | **Particulars of Information** | **:** | **Information Filled by the Employee** |
| 1 | Name of Position Applied for | : |  |
| 2 | Full Name of Employee (As per Aadhar / X Class Certificate) | : |  |
| 3 | Father’s / Husband’s Name (As per Aadhar) | : |  |
| 4 | Date of Birth & Age as on date | : |  |
| 5 | Category (Gen/SC/ST/OBC/PH) | : |  |
| 6 | Employee’s Aadhar No. | : |  |
| 7 | Employee’s PAN No | : |  |
| 8 | Employee’s Voter ID No | : |  |
| 9 | Employee’s Passport No | : |  |
| 10 | Employee’s Driving License No | : |  |
| 11 | Employee’s Mobile No (Regular) | : |  |
| 12 | Employee’s Mobile No (Alternate) | : |  |
| 13 | Employee’s Email ID (Regular) | : |  |
| 14 | Employee’s Email ID (Alternate) | : |  |
| 15 | Address for Communication (Temporary/Postal) | : |  |
| : |  |
| : |  |
| City/Village and Postal Code | : |  |
| State | : |  |
| 16 | Address for Communication (Permanent/Birth Place) | : |  |
| : |  |
| : |  |
| City/Village and Postal Code | : |  |
| State | : |  |

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| **Sr.No.** | **Particulars of Information** | **:** | **Information Filled by the Employee** |
| 17 | Details of Qualifications   1. Academic | : |  |
| 1. Professional | : |  |
| 1. Technical | : |  |
| 18 | Details of Experience & Designation   1. Past Employment with Length of Services | : |  |
| 1. Present employment with Length of Services | : |  |
| 1. Present Pay Scale | : |  |
| 1. Present Basic Pay | : |  |
| 19 | **Emergency Contact Details-1**   1. Spouse Name | : |  |
| 1. Spouse Mobile No | : |  |
| 1. Spouse Email ID | : |  |
| **Emergency Contact Details-2**   1. Mother’s/Father’s Name | : |  |
| 1. Mother’s/Father’s Mobile No | : |  |
| 1. Mother’s/Father’s Email ID | : |  |
| **Emergency Contact Details-3**   1. Brother’s Name | : |  |
| 1. Brother’s Mobile No | : |  |
| 1. Brother’s Email ID | : |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 20 | **Emergency Contact Details-1**   1. Relative’s Name | : |  |
| 1. Relative’s Mobile No | : |  |
| 1. Relative’s Email ID | : |  |
| **Emergency Contact Details-2**   1. Relative’s Name | : |  |
| 1. Relative’s Mobile No | : |  |
| 1. Relative’s Email ID | : |  |
| 21 | **Reference with Address, Mail ID & Contact Details-1** | : |  |
| **Reference with Address, Mail ID & Contact Details-2** | : |  |
| **Reference with Address, Mail ID & Contact Details-3** | : |  |

**DETAILS OF QUALIFICATION**

**Professional Qualification:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Qualification** | **College/University** | **Year of Passing** | **Percentage/Grade** |
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**Academic Qualification:**

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| --- | --- | --- | --- |
| **Qualification** | **College/University** | **Year of Passing** | **Percentage/Grade** |
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I, ……………………………………………………… ( Employee Name) do hereby declare that the information furnished the above is true, complete and correct to the best of my knowledge and belief.

I, understand that in the event of my information being found false or incorrect at any stage& aspect, in that situation also whatever original rules and regulation, terms and conditions, clauses, policy guidelines, employee code of conduct etc., of the All Hive Solution will still be applied, remain into implementation, into action, by default on me.

If the company finds out at any point of time this misconduct during your association with the company, my candidature / appointment shall be liable to be cancellation / termination without notice or any compensation in lieu thereof.

Place:

(Signature of the Employee )

Date:

\*Note: If you are unable to sign this form manually or digitally due to the present situation we have given you an option to declare your full consent, approval on the DECLARATION OF CONSENT FORM& Vice-Versa.

Employee Employer

(Signature of the Employee )

For All Hive Solution

Name:

Designation:

Place: Supervisor/Training Manager/Sr. HR Manager

Date:

HR & Operations Head Signature

Signature of the Authorized person

(Due to the present unpredictable situation and non availability of facility and staff, Authorized signatory's name is mentioned above instead of signature same can be applicable for Employee)

**Note: This document consists of 11 pages**