

Confidentiality and Non-Solicitation WSP Agreement Template

CONFIDENTIALITY STATEMENT

- A. WSP Consultants India Pvt. Ltd. is affiliated with WSP Group and referred to herein as the "Company."
- B. The successful operation of the Company's business requires that trade secrets and other valuable confidential information and unique assets be maintained as secret and confidential.
- C. The Company has disclosed and will be disclosing to Employee in the continued course of Employee's employment, certain trade secrets and other confidential business information of the Company, and which is referred to hereinafter as "Company Confidential Information" in order to enable employees to discharge his or her duties.
- D. The trade secret and confidential information that may be disclosed to or made available to Employee in the course of his or her employment could include information that belongs to a customer of the Company or of an affiliate of the Company, and which is referred to hereinafter as "Client Confidential Information."
- E. The confidential information that may be made available to certain section of employees could also include specific information related to individual employees working in the company, and which is referred to hereinafter as "Employee Confidential Information."
- F. The employee shall use such secrets and confidential information for the sole and exclusive benefit of the Company and with the express condition that Employee shall not disclose or misuse such information.
- G. In connection with Employee's continued employment, the Company and Employee are entering into this Agreement to memorialize Employee's continuing obligations to the Company with respect to such confidential and trade secret information.

AGREEMENT

In consideration of Employee's continued employment, Employee and the Company agree as follows:

1. Confidential Information and Trade Secrets Defined: For purposes of this Agreement, the term "Confidential and Trade Secret Information" shall refer to all non-public information relating to the Company's business, specifically including but not limited to the following:
 - a. The Company's clients and prospective clients (including their identity, requirements for products or service, key contacts, outstanding bids solicited by or provided to the client, ordering procedures, credit and relations information, marketing proposals, pricing practices, contents of the agreement with clients and all / any information provided by the Client/prospective clients of the Company in relation to their project or otherwise)
 - b. The Company's methods of doing business (including its finances, costs, profits, sales, markets, strategic or business plans, projections, research projects, sources and nature of financing, staffing and personnel information, and company policies and procedures)
 - c. All other confidential information used or maintained by the Company which is not either in the public domain or known to the Company's competitors and which is confidential business information disclosed to Employee by the Company or discovered by employee during the course of Employee's employment and
 - d. "Confidential and Trade Secret Information" includes all such information defined above, in any form, and includes without limitation both verbal and written information, whether or not embodied in documents, computer files or programs, processes, practices, equipment, or plans.
2. Employee agrees that the Confidential Information and Trade Secrets defined above: a) are not known to the Company's competitors or to the general public; b) derive independent actual or potential