**NON-COMPETE, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT WITH TERMS AND CONDITIONS OF EMPLOYMENT**

This agreement is executed on the **\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **20\_\_\_** BETWEEN **M/s.TECHNOSOFT GLOBAL SOLUTIONS LLP**, a company having its Corporate/Principal office at 7th floor, OLYMPIA TEKNOS, Plot no.28, South Phase, SIDCO Industrial Estate, Guindy, Chennai – 600 032 (hereinafter referred to as ‘**TECHNOSOFT’** which term and expression shall mean and include unless otherwise the context so requires, its successors-in-interest**)** AND

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/o D/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** aged about \_\_\_\_\_\_\_ years, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as ‘**EMPLOYEE**’ which term expression shall mean and include unless otherwise the context so requires, legal heirs, representatives, administrators and assigns)

Whereas the EMPLOYEE has accepted the offer of employment by Technosoft on the terms of the appointment letter and the terms hereunder and covenants to abide by the same.

EMPLOYEE's employment will be governed by the rules, regulations and policies present and future as declared by TECHNOSOFT from time to time.

In consideration of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

**WORKING HOURS**

The EMPLOYEE's working hour in TECHNOSOFT is as per the timing issued by the superior / head of the team under which the employee is working at that time. The company follows strict time schedule and late comings are discouraged, unless otherwise notified by EMPLOYEE in advance.

**LEAVE**

The EMPLOYEE will be eligible for Time Off as per the prevailing rules and policy guidelines of TECHNOSOFT

**PLACE OF WORK AND TRANSFER**

The EMPLOYEE shall at present report to the designated office (*location*), of TECHNOSOFT. The services of EMPLOYEE is liable to be transferred to any other department, branch office or establishment anywhere in India or abroad, which may subsequently be acquired or established, in any part of India or overseas at the sole discretion of TECHNOSOFT*.* The EMPLOYEE will be governed by the terms and conditions as applicable at the place of transfer. Obligations for registrations and extensions of employee's visa and stay in India and / or any intimation to the requisite Governmental authorities / agencies and the company, of the same, shall be continuing obligation cast on the employee.

TECHNOSOFT may also depute the employee to any work or assign his/her services to any affiliate, associate company, group company, branch office, joint venture, subsidiary or other companies, concerns, organizations, or firms with whom TECHNOSOFT may make any such arrangement or agreement. Employee may also be required on a temporary basis to work at any client premises based in India or overseas. The EMPLOYEE has no right to interfere either directly or indirectly with companies assigned by the TECHNOSOFT regarding the confidential information of TECHNOSOFT.

**PROBATION**

There shall be an initial probation period of 6 (six) months from the date of employment, which may be extended by TECHNOSOFTat its discretion. During this period, the EMPLOYEE’s employment may be terminated with 30 (thirty) days prior notice or pay CTC (cost to company) to EMPLOYEE in lieu thereof. Unless otherwise communicated to the EMPLOYEE in writing that he/she is confirmed, the EMPLOYEE’s probation period shall stand extended automatically. TECHNOSOFT reserves the right to pay or recover CTC (cost to company) in lieu of notice period. The Company may at its discretion terminate/relieve the EMPLOYEE from such date as it may deem fit, during the period of probation and/or even prior to the expiry of the notice period, without assigning any reason.

**CONFIDENTIALITY / SECRECY**

The terms of EMPLOYEE's appointment, including salary information, are confidential and shall not be discussed with other TECHNOSOFT's employees, potential employees, competitive companies or clients, or any other person which may be a cause of concern to Technosoft. Disclosure of this information would result in termination of employment. Technosoft hopes that the EMPLOYEE appreciates the business considerations behind this agreement and confidentiality of confidential information.

**EXCLUSIVE EMPLOYMENT:**

The EMPLOYEE shall be employed by TECHNOSOFT and the EMPLOYEE shall render all reasonable duties expected of him / her and his / her position. The EMPLOYEE shall devote all of his/her business time, attention, and energy to TECHNOSOFT and unless by a written authorization by a superior the EMPLOYEE shall not engage in any other unproductive work, browse any website that is unconnected with the work assigned to the EMPLOYEE and shall not visit social media websites including, facebook, twitter, youtube, yahoo, online shopping and/or any other websites during or after the term of employment shall not post any comments, chats, blogs, writeups and/or posts against the goodwill and image of Technosoft and during the term of employment be engaged in any managerial or employment capacities in any other business activity for gain or profit.

During or post employment with TECHNOSOFT, the EMPLOYEE shall not do anything to compete with TECHNOSOFT’s present or contemplated business, nor shall he/she plan or organize any competitive business activity and the EMPLOYEE shall not enter into any agreement with anybody which conflicts with the interest of Technosoft and/or his/her duties or obligations to TECHNOSOFT.

**TERMINATION**

Upon confirmation of employment, TECHNOSOFT agrees to provide the EMPLOYEE with 60 (sixty) days advance notice of termination or CTC (cost to company) in lieu thereof, provided no advance notice is required if the termination of employment is for a just cause. TECHNOSOFT reserves the right to pay or recover base salary in lieu of notice period. TECHNOSOFT may at its discretion relieve the EMPLOYEE from such date as it may deem fit even prior to the expiry of the notice period, if necessary arises.

Upon termination, the EMPLOYEE shall hand over the property of TECHNOSOFT to his superior immediately without causing any damage, deleting data etc before leaving the premises of TECHNOSOFT. If the EMPLOYEE leaves the company without due notice or leaves abruptly without properly handing over exclusive property of TECHNOSOFT, the company reserves the right to take suitable civil and criminal legal action including disciplinary action against the EMPLOYEE. Additionally TECHNOSOFT may also decide to publish notices in leading newspapers/ magazines, describing the extent of damage/ loss created. In case of resignations/ terminations of the EMPLOYEE, the full & final settlement would be done only after a minimum of two months from the date of relieving. In case there are unsettled issues, full & final settlement of EMPLOYEE’s dues would not be made till the issues are cleared and clarified by the EMPLOYEE.

In the event of dissatisfaction as a result of the background investigation and previous experience, the employee's employment shall be terminated without notice and legal action may initiated by Technosoft.

In the event of Employee found incapable of performing the functions and duties as assigned by Technosoft or as contemplated under this agreement for whatever reason including physical or mental disability, the Employee is liable to be terminated or given alternate job position at the option of Technosoft.

**NON-COMPETE TERMS**

During the period of employment or within the period of 24 (twenty four) months following the termination of the employee for whatever reason;

The EMPLOYEE shall not either directly or indirectly work for the client and customer(s) of TECHNOSOFT or join any competitive company nor solicit with the employees of Competitor Company or otherwise deal in a manner adverse to TECHNOSOFT or cause loss to TECHNOSOFT.

The EMPLOYEE shall not directly or indirectly canvas, solicit attempt to entice away or otherwise accept the custom or business of any client of TECHNOSOFT for whom the company has provided service, whether or not such person would be in breach of their employment or appointment terms.

EMPLOYEE will not directly or indirectly solicit, accept work from, or perform work for, any TECHNOSOFT Customers. EMPLOYEE further agrees that EMPLOYEE will not, directly or indirectly, solicit, accept, perform, or direct (or redirect) to any person or business entity other than to TECHNOSOFT, any work or demand for products or services of any nature, from any TECHNOSOFT Customer, whether on behalf of EMPLOYEE, or on behalf of any other person or business entity, whether as an employee, shareholder, partner, director, officer, agent or otherwise.

EMPLOYEE will not (i) directly or indirectly engage in any competitive business (defined as a business that designs, develops, manufactures, markets or sells a product, product line or service that competes with any product, product line or service of the TECHNOSOFT as they presently exist or as may be in existence or development on the date of termination of the EMPLOYEE’s employment with TECHNOSOFT whether such engagement shall be as an employer, officer, director, owner, employee, partner or other participant, (ii) assist others in engaging in any competitive business in the manner described in the foregoing clause (i), or (iii) induce employees of TECHNOSOFT, its affiliates or subsidiaries to terminate their employment with TECHNOSOFT or such affiliate or subsidiary and/or engage in any competitive business. This Section is not meant to prevent Employee from earning a living or fostering EMPLOYEE’S career, but rather to prevent any competitive business from gaining any unfair advantage from EMPLOYEE’S knowledge of Confidential Information of TECHNOSOFT

The EMPLOYEE covenants that the above clauses are separable and severable and are considered by the employee as reasonable and necessary for the protection of the legitimate interests of Technosoft. Any breach of any term of this section is a material breach of this agreement and liable to be prosecuted under the civil and criminal laws. The terms and conditions of employment shall be interpreted and governed by the laws of India

**EXCLUSIVE PROPERTY**

EMPLOYEE agrees that all business procured by the EMPLOYEE while being employed in TECHNOSOFT is and shall remain the permanent and exclusive property of TECHNOSOFT. EMPLOYEE further agrees that the relationship with TECHNOSOFT of each of the EMPLOYEEs and independent contractors of TECHNOSOFT is a significant and valuable asset of TECHNOSOFT and all such relationships shall at all times, both during and subsequent to the termination of EMPLOYEE'S employment, be treated as the sole and exclusive property of TECHNOSOFT.

The EMPLOYEE agrees that any invention, discoveries or improvements, whether or not patentable, which may be conceived, developed, or reduced to practice by the undersigned EMPLOYEE or jointly with others during the course of employment by TECHNOSOFT, under this agreement, shall belong to TECHNOSOFT, and all rights, including foreign rights, on such inventions, discoveries or improvements shall be assigned by said undersigned EMPLOYEE to TECHNOSOFT, failing which in addition to any other remedy available under the law, civil/criminal the EMPLOYEE shall be liable to pay compensation to TECHNOSOFT as determined by Technosoft.

The EMPLOYEE agrees that the property of TECHNOSOFT also includes all data, documents, papers, drawings, process reports, identity cards, copies and summaries of such documents relating to the business or work of TECHNOSOFT and prepared or received by the EMPLOYEE in connection with or by virtue of his/her employment and all equipments, laptop, computers, any computing device, any storage device, machinery, tools, materials, supplies, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written and graphic records, and the like, including tangible or intangible computer programs, records, emails, chats and data, affecting or relating to the business of TECHNOSOFT, shall be the sole property of TECHNOSOFT, and shall be delivered to TECHNOSOFT immediately upon termination of employment and/or any time upon request by Technosoft and in any event upon completion of work for TECHNOSOFT. The EMPLOYEE will always maintain company property in a good condition which may be given to the employee for official use during the course of their employment and shall return all such technosoft property to the technosoft immediately upon Termination of their services, failing which the cost of the same will be recovered from them by Technosoft.

The EMPLOYEE shall not accept any fees, commission, honorarium or gifts of any kind in money or money’s worth from any client/ party, without the previous written sanction of TECHNOSOFT during the period of employment.

**NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:**

The EMPLOYEE specifically agrees that during the course of the employment there may be disclosed certain Confidential Information of Technosoft and that EMPLOYEE shall not at any time, either during or subsequent to the term of the EMPLOYEE'S employment with TECHNOSOFT, in any fashion, form or manner, either directly or indirectly, unless expressly consented to in writing by TECHNOSOFT, use, divulge, disclose, share or communicate to any other employee of TECHNOSOFT, any person or entity any confidential information of any kind, nature or description concerning any matters affecting or relating to the business of TECHNOSOFT, including and consisting but not necessarily limited to :

Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, and research projects. designs, technical specification, composition of materials, technical drawings, sketches, computer processes, computer programs, software codes (source or object code) ;

Business information: Customer lists, Customer and Client details, pricing data, sources of supply, financial data, marketing strategy, production, employees data and salary, employees login and passwords, and Customer’s confidential information. The names, addresses, buying habits or practices of any of its clients or customers; compensation paid to other employees and independent contractors and other terms of this employment or contractual relationships; or any other confidential information of, about or concerning the business of TECHNOSOFT, its manner of operations, or other data of any kind, nature or description. TECHNOSOFT'S sales and marketing methods, trade secrets, equipments, installation methods, programs and related data or other written records used in TECHNOSOFT'S business;

The term “Confidential Information” does not include information which (i) was lawfully in the EMPLOYEE’s possession prior to his/her employment with TECHNOSOFT, or (ii) becomes generally available to the public other than as a result of a disclosure by the EMPLOYEE or directors, officers, EMPLOYEE's, agents or advisors, or (iii) becomes available to the EMPLOYEE on a non-confidential basis from a source other than TECHNOSOFT and /or its vendors and clients.

TECHNOSOFT’s sales and marketing methods, trade secrets, equipments, installation methods, programs and related data or other written records used in TECHNOSOFT’s business; TECHNOSOFT’s designs, technical specification, composition of materials, technical drawings, sketches, computer processes, programs and codes; the names, addresses, buying habits or practices of any of its clients or customers; compensation paid to other employees and independent contractors and other terms of this employment or contractual relationships; or any other confidential information of, about or concerning the business of TECHNOSOFT, its manner of operations, or other data of any kind, nature or description.

The EMPLOYEE hereby agrees that the Confidential Information will be used solely for the purpose of providing certain products and/or services to and/or on behalf of TECHNOSOFT, and that such information will be kept confidential by the EMPLOYEE and his/her advisors; provided, however, that (i) any of such information may be disclosed to his/her directors, officers and employees and representatives of his/her advisors who need to know such information for the purpose of providing such services to and/or on behalf of TECHNOSOFT (it being understood that such directors, officers, employees and representatives shall be informed by TECHNOSOFT of the confidential nature of such information and shall be directed by the TECHNOSOFT to treat such information confidentially), and (ii) any disclosure of such information may be made to which TECHNOSOFT consents in writing.

Notwithstanding the foregoing, if the EMPLOYEE or any of their representatives are required (by oral question or request for information or documents in legal proceedings or similar process) to disclose any Confidential Information, the EMPLOYEE will promptly notify TECHNOSOFT of such requirement so that TECHNOSOFT may seek an appropriate protective order and/or waive the EMPLOYEE’s compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the EMPLOYEE or any of EMPLOYEE’s representatives is nonetheless, in the reasonable written opinion of counsel, compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the EMPLOYEE or EMPLOYEE’s representatives, after notice to TECHNOSOFT, may disclose such Confidential Information to such tribunal. The EMPLOYEE or EMPLOYEE’s representatives shall not be liable for the disclosure of Confidential Information hereunder to such tribunal compelling such disclosure unless such disclosure to such tribunal was caused by or resulted from a previous disclosure by the EMPLOYEE or EMPLOYEE’s representatives not permitted by this Agreement.

The EMPLOYEE agrees that the furnishing of Confidential Information to him/her neither grants nor implies any license under any trademark, patent, copyright, methodology, intellectual property or process right, or any other property right nor does the furnishing of Confidential Information constitute an inducement of any kind, or any representation, warranty, assurance, or guarantee with respect to the non-infringement of trademarks, patents, copyrights, methodologies, intellectual property rights or processes, or any other property rights of third persons or of TECHNOSOFT.

The EMPLOYEE agrees to promptly redeliver to TECHNOSOFT, upon request, all Confidential Information on any tangible media and that the EMPLOYEE will not retain any copies, extracts or other reproductions in whole or in part of such material and the EMPLOYEE has no right to delete the data without the written consent of the TECHNOSOFT and incase if any loss occurred due to the deletion or mishandling of data the EMPLOYEE has to indemnify the TECHNOSOFT for the damages occurred.

The employee covenants that engaging / working with the customers/clients of Technosoft within 24 months after the employee's term of employment with Technosoft would amount to disclosure of confidential information and breach of this clause and this agreement. The parties to this Agreement hereby stipulate that, as between them, the above information and items are important, material and confidential trade secrets that affect the successful conduct of TECHNOSOFT’s business and its good will, and that any breach of any term of this section is a material breach of this Agreement liable to be sued and prosecuted under Civil and Criminal laws.

The EMPLOYEE hereby agrees that this Non-Compete, Confidentiality and Non Disclosure and Terms and Conditions of Employment Agreement is in addition to the appointment letter. Whenever any clause is found to be in contradiction to one another, the one which would protect the interest of the Technosoft shall prevail and has to be read harmoniously together to protect the interest of TECHNOSOFT and the parties hereto shall not be bound by any other different, additional, or further agreements or understandings except as consented to in writing by TECHNOSOFT.

**NON - INTERFERENCE**

Any interference with TECHNOSOFT'S business, property, confidential information, trade secrets, clients, customers, technosoft's employees or independent contractors by the EMPLOYEE or any of EMPLOYEE'S agents during or after the term of EMPLOYEE'S employment shall be treated and acknowledged by the parties (Technosoft and the Employee) as a material breach of this Agreement rendering the EMPLOYEE liable for action under both civil and criminal laws. EMPLOYEE also agrees that for a period of 24 (twenty four) months following termination of employment with TECHNOSOFT, EMPLOYEE shall not employ, solicit for employment or in any way recruit or encourage to leave TECHNOSOFT’S employment, any persons employed by TECHNOSOFT, whether EMPLOYEE is acting on its new employer’s behalf, or on behalf of any other person or business entity, whether as an employee, shareholder, partner, director, officer, agent or otherwise.

**GOOD CONDUCT AND BEHAVIOUR**

The EMPLOYEE shall maintain good conduct and behaviour at all times during and after the term of employment. The EMPLOYEE shall maintain cordial relationship with the other employees of Technosoft and the EMPLOYEE understands that any kind of misbehavior, misconduct, harrassment, abuse, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature either by spoken or written words and/or indecent physical gesture will not be tolerated and any discrimination in employment on the basis of sex, race, color, national origin, and religion and in the event of any complaint is made against the EMPLOYEE, TECHNOSOFT will take appropriate strict disciplinary action and penalties in the nature of minor, major and/or Termination would be imposed on the EMPLOYEE apart from taking legal action under civil and criminal laws.

The employee also acknowledges to having read the below mentioned policies and agrees to abide by the same failing which appropriate actions will be taken against the employee

1. **Anti corruption policy**
2. **POSH policy**
3. **Fair treatment policy**

**WAIVER**

Failure, delay or neglect by TECHNOSOFT to enforce at any time, any of the provisions hereof shall neither be construed nor be deemed to be a waiver of rights of TECHNOSOFT hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice TECHNOSOFT rights to take subsequent action. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by a Party shall not constitute a waiver by such party of the right to pursue any other available remedies.

**SEVERABILITY**

If any provision (or part thereof) of this Agreement is held to be a violation of any applicable law, the same shall be deemed to be deleted from this Agreement. The remainder of this Agreement shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this Agreement. Notwithstanding the foregoing, the Parties shall negotiate in good faith to agree on the terms of a mutually acceptable alternative provision in place of the provision so deleted.

**INTELLECTUAL PROPERTY**

Any intellectual property, including inventions, designs, improvements, reports, manuals, papers or any other form of publication containing information relating to the products or services of the technosoft that the Employee may produce or formulate or with which the Employee is concerned during his/her employment shall remain the property of the company. Intellectual property rights for the purpose of this agreement means all intellectual and proprietary rights in any jurisdiction in and to includes:

Trade secrets and other confidential or non-public business information or know-how, techniques, operations and procedures;

Trade marks, service marks, brand names, certification marks, trade dress, trade names and other indication of origin;

Patents, including design patents and utility patents, reissues, divisions, continuations-in- part and extensions thereof;

The EMPLOYEE further agrees to waive all rights granted by sec 57 of the Indian Copyright Act, 1957, which may vest in him/her (whether during the employment or after termination of employment) in connection with his/her authorship of any copyright works created, whether copyrightable or not, copyrights, copyright registrations, and moral rights related thereto in the course of his/her employment with the TECHNOSOFT. All such copyright works shall belong to TECHNOSOFT.

**COMMISSION OR ATTEMPT TO COMMIT ANY CYBER CRIME:**

The EMPLOYEE hereby expressly agree that he/she shall not either directly or indirectly commit or cause to commit any cyber crime i.e gain unauthorized access to the computer system or computer network; or downloads, copies or extracts any information or data from such system; or introduces any harmful code; or cause any damage to the system or network; or causes the non-functioning or malfunctioning of any system or network; or causes denial of access to any authorized person to the system or network; or contravenes any provision of the Information Technology Act, 2000 and the rules and regulation made thereunder. If the Employee is found indulging in any of the above activity or breach of this clause strict legal action would be taken under both Civil and Criminal laws.

**COMPLIANCE WITH ALL STATUTORY REGULATIONS:**

Compliance with all statutory regulations is of prime importance in carrying out Employee's duties and functions. If in the course of Employee's employment, he/she accesses any computer or network belonging to, hired by or within the access of Technosoft, special care shall be taken to comply with the provisions of Information Technology Act, and to desist from any conduct that would constitute an offence under the said Act. Any negligence or failure on Employee's part in carrying out his/her duties which directly or indirectly results in non-compliance of any statutory regulation, it will not only result in termination of this appointment but will entitle Technosoft to recover from the Employee any penalty or loss to which the Technosoft is/was subject to, together with any additional damages as Technosoft may think fit and proper. The EMPLOYEE will also be governed by the global rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted from time to time and so far as applicable to India and / or in respect of the Employee's designation. TECHNOSOFT reserves the right to alter, amend or cancel any of these benefits at anytime to comply with statutory provisions.

**OTHER CONDITIONS**

In the event of relocation and/or training in India or overseas and / or assigned to work onshore/out of India for any Business / official work of Technosoft, the employee shall return to his/her base work location upon completion or upon request of Technosoft and the employee covenants that he/she shall continue to serve Technosoft for a minimum period of 12 (twelve months) thereafter.

In the event of EMPLOYEE's resignation of employment or terminated for a just cause by TECHNOSOFT within 12 (twelve months) of incurring any expenses by TECHNOSOFT [on behalf of EMPLOYEE or as reimbursement to the EMPLOYEE] towards relocation and/or training in India or overseas, the EMPLOYEE recognizes and agrees that the EMPLOYEE shall pay [and/or a deduction will be made on the final paycheck] to TECHNOSOFT the amount of any such relocation / training expense / reimbursement paid by TECHNOSOFT on behalf of EMPLOYEE. The cause includes, but is not limited to, breach of this Agreement, neglect of duties, failure to act in the best interests of TECHNOSOFT, and violation of rules, regulations, and procedures established by TECHNOSOFT.

The EMPLOYEE confirms that he/she is joining the services of TECHNOSOFT his/her own free will and volition, and agrees to indemnify TECHNOSOFT against any claims that may arise due to his/her joining TECHNOSOFT. The EMPLOYEE represents and warrants that accepting employment with TECHNOSOFT does not violate any other written or verbal agreement that he/she may have with any other person or association, company, joint venture or entity, including any non-compete agreement. The EMPLOYEE further agrees not to disclose or use confidential or proprietary information obtained by him/her from another employer. ;

In the course of EMPLOYEES’ service with TECHNOSOFT or even after EMPLOYEES’ termination of service from TECHNOSOFT, if any malicious action on the EMPLOYEE part is established resulting in crippling of the TECHNOSOFT's functioning, or causing the TECHNOSOFT financial loss, damage to the TECHNOSOFT's image, reputation or goodwill, TECHNOSOFT has the right to take suitable legal action against the EMPLOYEE. TECHNOSOFT also has the right to release notices in leading newspapers/ magazines describing the extent of damage/ loss created by the EMPLOYEE along with their photograph.

This entire agreement constitutes between the parties and such agreement supersedes any and all prior agreements or understandings, oral or written, between the parties and may not be changed orally. The EMPLOYEE acknowledges that the conditions of this agreement are reasonable and fair and that any restrictions and conditions contained herein are necessary for the protection of TECHNOSOFT’S business.

The EMPLOYEE agrees to indemnify TECHNOSOFT against all losses, expenses, damages etc accruing to TECHNOSOFT as a result of any breach of the terms and conditions of this agreement between the EMPLOYEE and TECHNOSOFT. The Employee further agrees to indemnify TECHNOSOFT against  any/all  third party (including previous employers) claims, liabilities, losses, damages, penalty, expenses (including legal) which arise out of, any breach of any agreement which the employee had with any third party (including previous employers) and/or the employees negligence or willful act, before or during employment with TECHNOSOFT. Furthermore the Employee understands that this obligation of indemnification survives the expiration or termination of this Agreement.

**ARBITRATION**

That all disputes, differences and / or claims arising out of this Agreement among the parties hereto, whether during the subsistence of this Agreement or thereafter, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments thereof, and in accordance with the covenants contained in this Agreement, and shall be referred to arbitration by a sole arbitrator nominated by TECHNOSOFT.

The decision of the arbitrator shall be final and binding on both the parties.

That in the event of such an arbitrator to whom matter has been originally referred, dying or being unable to act for any reason, TECHNOSOFT, after such death of the arbitrator or after his inability to act as arbitrator, shall appoint another person to act as arbitrator, and such a person shall be entitled to proceed with the arbitral reference from the stage at which it was left by his predecessor.

That the language to be used in the arbitral proceedings shall be English.

That the venue of arbitration proceedings shall be at Chennai at the place fixed by arbitrator or Technosoft.

For all disputes arising under this contract of employment and for applications and petitions under the Arbitration and Conciliation Act, 1996 or of any modification or re-enactment thereof the courts in Chennai alone shall have exclusive jurisdiction to the exclusion of all other Courts.

That the parties hereto hereby authorize the arbitrator so appointed to conduct the arbitral proceedings purely on the basis of documents, claim statement, statement of defense and pleadings filed by the parties hereto in connection with the arbitral reference. Parties hereto shall not by themselves give oral evidence or make any witness give evidence before the arbitrator. Arbitrator at his discretion either allow or reject oral evidence or make any witness give evidence.

That the cost of arbitration shall be at the discretion of the arbitrator and after it is determined, shall be divided equally between the parties or in such other fashion as the arbitrator so orders, which order shall prevail.

That the parties hereto agree that the arbitral proceedings shall be concluded within a period of 6 (six months) from the date of first hearing of the arbitral reference and the period may be extended at the discretion of arbitrator to any further period and payment of exemplary cost may be awarded to the party which is causing the delay as determined by the arbitrator. Both parties shall co-operate for completing the arbitration proceedings within the above stipulated time under any circumstance.

That the arbitrator so appointed including the procedure of appointment and his authority shall not be challenged by any of the parties before any court or authority.

This Agreement shall remain in full force and effect with respect to the Non-compete and Confidential Information without limitation of time. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**ADDRESS FOR THE PURPOSE OF SERVICE**:

All communications between the EMPLOYEE and TECHNOSOFT shall be deemed to have been effectively served if made in writing and addressed to the following addresses:

**M/s. TECHNOSOFT GLOBAL SOLUTIONS LLP**

**7th floor, OLYMPIA TEKNOS, Plot no.28, South Phase,**

**SIDCO Industrial Estate, Guindy, Chennai – 600 032**

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Any change in the above addresses of any of the concerned parties, i.e., TECHNOSOFT, EMPLOYEE shall be intimated to other parties by the party whose address has changed, within a period of seven days of such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties for all purposes of communications. In all cases where notices are sent by the parties under this Agreement proof of delivery of such notice shall be sufficient requirement of service of notice under this Agreement.

Place:

Date:

Read and Accepted: