

Clarion Technologies Pvt. Ltd.

A SEI CMMI Level 3 Certified Company



THIS AGREEMENT is made at Pune (Head Office) On 17th Feb 2021 between Sacumen (A Division of Clarion Technologies Pvt. Ltd., a company incorporated under the Companies ACT, 1956) and its corporate office in PUNE - 4th Floor, Tower S-4, Magarpatta City, Hadapsar, Pune - 411028 by the hand of Vice President - Human Resources, Madhura Lanjekar, here in after referred to as "the Company", of the One Part AND "Harshitha Urs K" Inhabitant, Currently & Permanently residing at "D/O: Krishna Raje Urs N ,Nayakara Beedi ,Hinkal, Mysore, 570004. Karnataka". Hereinafter referred to as "The Employee" of the Other Part.

WHEREAS the Company is engaged in the business of Software Development AND WHEREAS the Employee has been employed as "Associate Software Engineer" of the Company and certain confidential information is disclosed to the Employee during the course of his/her employment; AND WHEREAS under the terms of employment the Employee is required to keep confidential all the information disclosed to him/her and he/she cannot undertake directly or indirectly any activity which would be similar to the business of the Company;

AND WHEREAS the said Company is hereby desirous of recording the terms and condition of confidentiality and non-competition in the manner herein contained.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. As used herein, the following expressions shall have, unless the context otherwise requires, the following meanings:
 - a)"Business" shall mean Software services and working model of the company;
 - b)"Confidential Information" shall mean any and all information whether in writing or oral which shall include but not be limited to documents, prototypes, samples, plant and equipment, information concerning research, experiments, development, design, details and specifications, engineering, financial information, current and prospective customers list, investors, business and contractual relationships, business forecasts, marketing plans, sales and merchandising plans, patents, trade secrets, methods, ideas, samples, media, techniques, sketches, drawings, inventions, know how, processes, software programs, formula's, and any other information relating to the current, future and proposed Business of the Company and its clients.

CLARION TECHNOLOGIES PVT. LTD.

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2. The employee acknowledges and agrees that the confidential information, its concept, the ideas associated with its form, and any and all ensuing series or derivations based upon it, constitute valuable trade secrets and proprietary information and data of Company and its clients shall at all times remain the sole and exclusive property of the Company and that Company has all rights, title and interest therein
3. The Employee agrees and undertakes, during the course of his/her employment and thereafter, not to disclose or divulge either directly or indirectly to any third party any Confidential Information that shall be disclosed to him/her by the Company or its client or otherwise received by him/her during the course of his/her employment except with the prior written consent of the Company.
4. The Employee agrees and undertakes that he/she shall use his/her best endeavors to prevent the publication or disclosure of any or all of the Confidential Information which the Employee may acquire during the course of or incidental to his/her employment concerning the Business, property, contracts, transactions, affair or clients of the Company.
5. The Employee shall, during the continuance of his/her employment give to the Company all such explanations, information, data and assistance regarding the work or research under the control of the Employee or in the custody of the Employee as may be required by the Company from time to time.
6. If during the course of his/her employment the Employee either alone or jointly with any other person or persons makes or devises any invention, discovery, process or improvement or compiles any data relating to any method, process, or project now or hereafter to be used by the Company or relating to any method, process or technique or project which may be substituted for or used in conjunction with any other method, process or technique then in such event:
 - a) the Employee shall fully disclose to the Company such invention, process or discovery or improvement and deliver to the Company all papers, drawings, formula's, or specifications relating thereto which may be in his/her custody or controls,

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- b) the Employee shall not have any personal right whatsoever into or in respect of the use of such invention, improvement, discovery, process;
 - c) the said invention, process, improvement or discovery shall form a part of the Confidential Information and the Employee shall not without the prior written consent of the Company, disclose the same to any third party or use the same in any manner whatsoever other than in relation to the Company.
7. All the documents, drawings, and other writings or any copies thereof in relation to the Confidential Information which shall be in the custody or control of the Employee shall at all times be the property of the Company and the Employee shall upon a request of the Company or on him/her ceasing to be in employment of the Company on any ground whatsoever, return to the Company or its authorized representative all such documents, drawings and other writings or any copies thereof in relation to the Confidential Information.
8. Nothing in this Agreement shall be deemed to grant in favor of the Employee any license or authority to patent, copyright or any other intellectual property right, title or interest in respect of the Confidential Information.
9. The Employee agrees and undertakes that during the continuance of his/her employment with the Company and for a period of five years thereafter:
- a) the Employee shall not directly or indirectly engage himself/herself or be concerned or interested in carrying on any other business or activity which is in competition with or similar to the Business of the Company. This does not include working with or starting a generic software development company.
 - b) The employee shall not take up employment directly or indirectly with any of the company's existing clients and or prospective clients.
 - c) offer to employ or endeavor to entice away from the Company any person who is employed with the Company
 - d) canvas or solicit or endeavor to solicit the business in competitions with the Business of the Company from any person, firm or company who is the customer or client of the Company;
 - e) Interfere or dissuade or discourage any person, firm or company from dealing with the Company.

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- f) The employee at the time of leaving the organization should ensure that he/she will sever all contacts with Clarion's existing clients, ex-clients and prospective clients on any of the social networking platforms.
10. The Employee acknowledges and agrees that any breach by him/her of any of the terms and conditions of this Agreement shall cause irreparable harm and damage to the Company thereby permitting the Company to seek injunctive relief in addition to all other remedies available to it under the provisions of law. The Employee further agrees to pay to the Company a sum of Rs.20,00,000/- (Rupees 20 Lacs only) as and by way of compensation for the damage and injury that shall be caused to the Company due to a breach by him/her of any of the above terms and conditions of this Agreement.
11. Upon termination of this Agreement, or upon request by Company during the term of this agreement, the employee shall return to Company any and all Proprietary Information (including any copies or reproductions thereof) in its possession or control and shall cease using any of such Proprietary Information.
12. It is expressly agreed by and between the parties hereto that any indulgence granted or forbearance shown by the said Company in connection with any breach on the part of the Employee of any of the provisions, conditions or stipulations herein contained shall not be deemed to imply waiver by the said Company of its rights hereunder and shall not preclude the said Company from at any time enforcing its rights under this Agreement against the Employee.
13. In case any dispute arises at any time between the parties hereto as to the construction, meaning or effect of this Agreement or any clause or provision contained herein or their respective rights, duties or liabilities hereunder the parties shall endeavor their best to resolve it by mutual discussions and agreement. If the dispute cannot be resolved within 30 days, then the same shall be referred to the arbitrator as appointed by Clarion and the arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 and shall be held in Pune.

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14. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the parties hereto unless made in writing duly signed by or on behalf of both the parties hereto.

15. This Agreement constitutes and represents the entire agreement between the parties hereto with regards to the subject matter hereof and cancels and supersedes all prior arrangements, agreements or understandings if any, whether oral or in Writing, between the parties hereto on the subject matter hereof or in respect of matters dealt with herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first here in above written.

SIGNED AND DELIVERED by the within named said Company Sacumen (A Division of Clarion Technologies Pvt. Ltd.),

By the hand of **Vice President - Human Resources,**

Madhura Lanjekar

Witness 1

SIGNED AND DELIVERED by the within named employee

Harshitha Urs K

Witness 2

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