

NON-DISCLOSURE, NON-COMPETE
PROPRIETARY AND CONFIDENTIAL INFORMATION
AGREEMENT

This Agreement is made on14/11/23..... AT ...10:17... AM

BETWEEN

CUBET TECHNO LABS PVT. LTD, a company incorporated under the Indian Companies Act having its office at, Infopark, Kakkanad, Kochi-, Kerala, India, represented by its MD an CEO, Mr Lovegin John (hereinafter referred to as the “**Company**” which expression shall unless repugnant to the subject or context thereof, be deemed to include and mean its nominees, successors-in-interest and permitted substitutes or assigns) of the **ONE PART**

AND

.....
.....
.....

(hereinafter referred to as “**EMPLOYEE**”, which expression shall, unless repugnant to the subject or context thereof, be deemed to include and mean its nominees, successors-in-interest and permitted substitutes or assigns) of the **OTHER PART**

The Company and the Employee may collectively be referred as Parties and individually a Party

WHEREAS:

- A.** The Company is *inter alia* engaged in the business of custom software , websites and mobile applications development
- B.** The Company, through its extensive research and practical experience has developed secret, substantial and identified ‘know-how’ which forms a system for the profitable operation of the Services of the company which is the exclusive property of the Company.
- C.** Consequent to the Employment Agreement datedthe Company wishes to enter into this Agreement with the Employee and the Employee understands and agrees that the terms and conditions set forth in this Agreement are essential conditions of the employment and that the Company would not have desired to provide employment to the Employee in the absence of this Agreement.

- D. The Employee acknowledges and accepts that the Employee will receive intellectual input and information from the Company during the course of employment, and the consideration received *vide* Employment Agreement is good and adequate consideration and the Employee agree to the terms and conditions on confidentiality, non-disclosure and non-compete set out hereunder

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND PROMISES SET FORTH IN THIS AGREEMENT, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition

- 1.1. **“Applicable Law”** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned;
- 1.2. **“Confidential Information”** shall mean all and any nonpublic information, tangible or intangible, written or oral, whether direct or indirect, whether or not technical in nature, relating to the Company and/or its affiliates, subsidiaries, group companies, associate companies, clients and/or any non-public information entrusted with the company, and/or any non-public information entrusted with the company by any third party, which may be furnished by the Company including their legal advisers, financial advisers, consultants, auditors, officers or agents, and which is reasonably understood to be confidential or proprietary to the disclosure and shall include without limitation, any information that is designated by the company as Confidential Information at the time of its disclosure.
- Confidential Information shall include, without limitation, information relating to or otherwise concerning the company's business, products, technology, techniques, improvements, inventions, services, finances, notes, accounts, compilations, users, business affairs, Intellectual Properties, technical data, analysis, tools, source code, software codes, product designs, drawings, biological materials, works of authorship, trade secrets, know-how, product or service ideas or plans, discoveries, research, development plans and ideas, processes, formulas and plans, contract information, regulatory matters, development and/or commercial information, financial forecasts, historical financial data, budgets, Personnel Files/HR related data and other marketing and public relations materials and technical information and other unpublished information, documentation related to software or hardware, the sale or marketing or promotion of any discloser's product, discloser's business policies or practices, rates and fees, skill sets, future plans and roadmaps and other information, whether patentable or not, patents (whether pending or duly registered), whether in writing or not, and any information received from others that discloser is obligated to treat as confidential;
- 1.3. **“Intellectual Property Rights”** shall mean and include patent, trademarks whether registered or unregistered, registered or unregistered copyrights, registered or unregistered designs, creations, inventions or improvements upon or additions to an invention, confidential information, know-how, trade secrets and any research and development efforts, research and development activities relating to the company or its clients whether register-able or not and any similar rights in any part of the world;
- 1.4. **“Proprietary Information”** means all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs. Without limitation to the following, Proprietary Information may include inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects,

developments, plans, research data, test data, results, analysis, opinion, clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company.

- 1.5. **"The Term of this Agreement"** or "the term" as it may be referred to in short, extends to the period during the whole of the term of the Employee's employment with the Company (or any other affiliate or associated company) and for a period of 3 years thereafter.

2. Non – Disclosure

- 2.1. The Employee unconditionally agrees that all Proprietary Information shall be Confidential Information and the same shall be the exclusive property of the Company. The Employee shall not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of his duties as an employee of the Company) without written approval by an officer of the Company, either during or after his/her employment with the Company, unless and until such Proprietary Information has become public knowledge without fault of the Employee.
- 2.2. The Employee agrees that at all times during the Term and thereafter, he will hold in confidence and shall not disclose, use or publish any of the Confidential Information, except as such disclosure, use or publication may be required in connection with the work for the Company, or unless the Company expressly authorizes such in writing.
- 2.3. The Employee understands that the he/she is strictly prohibited from entering/accessing and copying moving deleting, modifying the company computer system, files (hard copy or soft copy), data, servers etc. from inside or outside the office premises without the written permission/authorisation from the Company. Any attempts to bypass the company security systems, firewalls and/or obtain unauthorised access into the company systems/servers/data/storage lockers etc. will be considered as a material breach of this Agreement.
- 2.4. Pursuant to a valid and subsisting order of a court or other judicial, quasi-judicial or government body if the Employees is required to disclose Confidential Information, the Employee shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate prior notice to the Company of any such requirement for disclosure so as to allow the Company a reasonable opportunity to limit such disclosure.
- 2.5. In any event, in making such disclosure the Employee shall only disclose such information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi-judicial or government body.
- 2.6. The Employee agrees that all files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material containing Proprietary/Confidential Information, whether created by the Employee or others, which may come into his or her custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of his/her duties for the Company. All such materials or copies thereof and all tangible and intangible property of the Company in the custody or possession of the Employee shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination/cessation of his/her employment. After such delivery, the Employee shall not retain any such materials or copies thereof or any such property.
- 2.7. The Employee understands that in addition, that the Company may receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of employment and thereafter, the Employee shall hold Third Party Information in the strictest confidence and will not disclose to anyone except to the

Company personnel who need to know such information in connection with their work for the Company or use such Third-Party Information, except in connection with work for the Company.

3. Term

This Agreement shall extend to the period during the whole of the term of the Employee's employment with the Company and for a period of 3 (Three) years thereafter.

4. No Improper Use of Information of Prior Employers and Others

- 4.1. The Employee shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom the Employee have an obligation of confidentiality, and should not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality unless consented to in writing by that former employer or person.

5. Developments

- 5.1. The Employee shall make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, designs, materials and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her employment by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").
- 5.2. The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. The Employee also hereby waives all claims to moral rights in any Developments. However, this paragraph shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee has attached at Attachment 1 a complete list of all Developments to which he/she claims ownership and that he/she desires to remove from the operation of this Agreement, and he/she acknowledges that such list is complete. If no such list is attached to this Agreement, the Employee represents that he/she has no such Developments at the time of signing this Agreement. The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes.
- 5.3. The Employee agrees to cooperate fully with the Company, both during and after his/her employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in India, the United States and other countries) relating to Developments. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as

the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described above.

6. Other Agreements

- 6.1. The Employee hereby represents that, except as the Employee has disclosed in writing to the Company, the Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. The Employee further represents that his/her performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to his/her employment with the Company, and the Employee shall not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others. The Employee further represents that he/she has returned all property and confidential information belonging to all prior employers to the extent that Employee has retained any non-confidential and non-proprietary materials and documents of a prior employer, such materials and documents are described in Attachment 1.

7. Government Rules and Regulations

- 7.1. The Employee acknowledges that the Company from time to time may have agreements with its clients/ customers including central/state Government, various Board, agencies thereof, which may impose further obligations or restrictions on the Company regarding reporting, disclosure etc. made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations and restrictions which are made known to the Employee and to take all action necessary to discharge the obligations of the Company under such agreements.

8. Non - Compete

- 8.1. The Employee recognizes and agrees that the Company will suffer irreparable harm in the event that the Employee enters into competition with the other companies, either during or following the Employee's employment with the Company. Therefore, the Employee agrees that the Employee shall not for a period of 3 years after the termination or cessation of such employment for any reason, or during the employment with the company directly or indirectly, as an individual proprietor, partner, stockholder, officer, employee, director, joint venturer, investor, lender, consultant, or in any other capacity whatsoever (other than as the holder of not more than one percent of the combined voting power of the outstanding stock of a publicly held company), be employed, work or engage in the business of developing, designing, producing, marketing, selling or rendering (or assisting any other person in developing, designing, producing, marketing, selling or rendering) products or services competitive with those developed, designed, produced, marketed, sold or rendered by the Company while the Employee was employed by the Company.
- 8.2. The geographic scope of this Section shall extend to anywhere the Company or any of its subsidiaries/parent company is doing business, has done business or has a documented plan of intent to do such business.

- 8.3. The Employee shall not directly or indirectly divert or attempt to divert business of the company or any other person (including a competitor), or do or perform any other act injurious or prejudicial to the goodwill associated with the Company's name or its trademark.
- 8.4. The Employee shall not utilize the business agents, associates or contacts of the company, or contacts generated out of the employment of the employee with the company for the purpose of conducting any business.

9. Non-Solicitation

- 9.1. The Employee recognizes and agrees that the Company has invested substantial resources and effort in assembling its present staff and personnel. Therefore, the Employee agrees that during the employment of the employee with the Company and for a period of 3 years after the termination or cessation of such employment for any reason, the Employee shall not directly or indirectly recruit, solicit or hire any employee of the Company, or induce or attempt to induce any employee of the Company to terminate his/her employment with, or otherwise cease his/her relationship with, the Company.
- 9.2. The Employee recognizes and agrees that the customers/clients of the Company, which the Company now or hereafter services during the Employee's employment with the Company, and all prospective customers from whom the Company or the Employee has solicited business during the said employment or after, shall be solely the customers/clients of the Company. Therefore, the Employee agrees that during the employment of the employee with the Company and for a period of 3 years after the termination or cessation of such employment for any reason, the Employee shall not directly or indirectly solicit, divert or take away, or attempt to divert or to take away, the business or patronage of any of the clients, customers or accounts, or prospective clients, customers or accounts, of the Company which were contacted, solicited or served by the Employee during the employment with the Company.

10. No Employment Contract

- 10.1. The Employee understands that this Agreement does not constitute a contract of employment and does not imply that his employment will continue for any period of time.

11. Duty to Devote Efforts.

- 11.1. The Employee understands that his/her employment with the Company requires his/her undivided attention and effort. As a result, during his/her employment, he/she shall not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company except that he/she may own up to one percent (1%) of the outstanding securities of any such publicly traded company.

12. No Conflict

- 12.1. The Employee represents that the execution and performance by him/her of this Agreement does not and will not conflict with or breach the terms of any other agreement by which the Employee is bound (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company).

13. Miscellaneous

- 13.1. **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his/her duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.
- 13.2. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- 13.3. **Waiver of Rights.** The waiver of a breach or default of any of the provisions of these Terms shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission to exercise or avail itself of any right, power or privilege, operate as a waiver of any breach or default.
- 13.4. **Acknowledgement of Company's Right to Equitable Remedies.** The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.
- 13.5. **Successors and Assigns.** The Company may assign this Agreement to any other corporation or entity which acquires (whether by purchase, merger, consolidation or otherwise) all or substantially all of the business and/or assets of the Company. This Agreement shall be binding upon the Employee's heirs, executors and administrators and shall inure to the benefit of the Company and its successors and assigns. The Employee shall not assign this Agreement without the Company's prior written consent.
- 13.6. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of India. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court at Cochin, Kerala, India and the Company and the Employee each consents to the jurisdiction of such a court.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

IN WITNESS, WHEREOF, THE PARTIES HERETO HAVE FULLY EXECUTED, SEALED AND DELIVERED THIS AGREEMENT IN DUPLICATE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For CUBET TECHNO LABS PVT. LTD.

**Employee
Authorised Signatory**

Cubet

Muhammed Thahseer C K

Witness:

1.

2.

ATTACHMENT 1

The following is a complete list of all Developments relevant to the subject matter of my employment by Cubet Techno Labs Pvt. Ltd. (the "Company") that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Non-Competition, Non-Solicitation, Proprietary and Confidential Information, and Developments Agreement:

Date: ____27/11/2023____



Signature_____