
NON-DISCLOSURE AND RESTRICTIVE COVENANT AGREEMENT

Effective Date: January 1, 2024 **Between:** TechSolutions Pvt Ltd ("Company"), a company incorporated in New York, USA. **AND Mr. John Doe** ("Employee"), residing in Bangalore, India.

1. CONFIDENTIAL INFORMATION The Employee agrees that all information, whether written or oral, provided by the Company is "Confidential Information." This includes but is not limited to ideas, concepts, and general industry knowledge acquired during employment.

2. NON-COMPETE COVENANT In consideration of employment, the Employee agrees that during the term of employment and for a period of **5 (five) years** after the termination of employment for any reason, the Employee shall **not** directly or indirectly engage in, work for, or consult with any business that competes with the Company anywhere in India or the United States.

3. NON-SOLICITATION The Employee agrees never to hire or attempt to hire any current or former employee of the Company for a duration of 10 years post-termination.

4. TERMINATION The Company reserves the right to terminate this Agreement and the Employee's employment immediately without notice or cause. However, the Employee must provide **6 (six) months'** written notice prior to resignation. Failure to provide such notice will result in a penalty of INR 5,00,000.

5. INTELLECTUAL PROPERTY All intellectual property created by the Employee, whether during work hours or on personal time, using Company equipment or not, shall be the sole property of the Company. The Employee waives all moral rights to such works.

6. DISPUTE RESOLUTION & JURISDICTION This Agreement shall be governed by the laws of the State of New York. Any dispute arising out of this Agreement shall be subject to the **exclusive jurisdiction of the courts in New York City, USA**. The Employee waives any right to file a lawsuit in Indian courts.

7. LIMITATION ON LEGAL ACTION The Employee agrees that any legal claim against the Company must be filed within **3 (three) months** of the incident occurring. After this period, the Employee waives the right to sue.

IN WITNESS WHEREOF, the parties have signed this Agreement.

(Signature of Employee) (Signature of Company)