



10290 Colby Avenue, Cupertino, CA 95014

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## CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This agreement is entered into on this date \_\_\_\_\_, and is by and between: Softwell, Inc. (“Company” or “Softwell”), 10290 Colby Avenue, Cupertino, CA 95014 and \_\_\_\_\_ (the “Consultant”) having SSN or Federal Tax ID or phone number: \_\_\_\_\_

Consultant desires to be a candidate for interview with Softwell and its customers and desires to be working on projects for Softwell and its customers and agrees to work through Softwell for all such project assignments. Softwell desires to consider the candidate for a suitable role on specific customer projects. This document is not an offer of employment or project contract.

### 1. Right to present resume to specific Softwell customer:

Consultant hereby gives Softwell an exclusive right to present Consultant’s resume to the specific customer of the Company. Consultant will ensure that Consultant’s resume is not submitted to same client through another channel other than Softwell.

### 2. Non-competition:

After Company introduces the customer to the Consultant or Consultant to the customer, Consultant agrees not to compete with Company at that customer organization for a period of one year thereafter. After the Company hires and deploys the consultant on a project for its customer, the consultant agrees not to compete with the Company during the project duration and until one year after the last day of performance of services for the customer. By way of example and not a limitation, ‘not to compete’ means: Consultant agrees not to contact, contract or otherwise get hired by the customer or not to solicit nor accept business or employment from the customer, directly or indirectly through other companies, for the period set forth above.

### 3. Confidentiality

From the time Consultant is introduced to any of the Company’s Clients and through the interview process, it may be necessary for Consultant to acquire confidential information of the Company or its customer such as Company’s sales, prospective customers, consultant pay rates, client bill rates, customer’s project details, requirements, architecture, project plans, ideas, improvements, inventions or other confidential or proprietary information belonging to the Company and/or its customers. Such Confidential information is property of the Company and/or its customers. The use, misappropriation or disclosure of confidential information would constitute a breach of trust and could cause irreparable injury; and it is essential to the protection of the Company’s goodwill and competitive position, that confidential information be kept secret. Consultant agrees not to disclose confidential information to others or use confidential information to consultant’s own advantage or the advantage of others at any time.

Consultant agrees to hold and safeguard confidential information in trust of the Company and assigns and agrees that, without prior written consent of the Company, shall not reveal any confidential information, whether or not developed by consultant, except as required in the performance of consultant’s duties to the Company.

### CONSULTANT

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### SOFTWELL

Name: Prasad Lele

Title: President

Date: \_\_\_\_\_