



Emp Name: Mohit Sharma
Emp ID: EM103389
Department: EFM Survey Programming

Sub: Relieving Cum Experience Letter

Dear Mohit,

This is to certify that you were employed with **LiquidHub Analytics Pvt Ltd** from **08-May-17** to **29-Jun-18**. At the time of leaving your designation was **Senior Research Associate**.

Please refer to the attached full and final settlement statement for your kind reference.

COVENANTS

1. Last Day of Employment. Associate's last day of employment with Company is **29-Jun-18**.
2. Confidential Information. Confidential Information shall include, without limitation, any and all information concerning (i) processes, formulae, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, intellectual property, and know-how; (ii) marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, product plans and pricing; (iii) personnel information, including organizational structure, and qualifications of Associates or contractors; (iv) customer and supplier information, including identities, contacts, product sales, and purchase history or service and agreements; (v) particular desires, whims, fancies, or requirements of customers, and (vi) any other information which is not generally known to the public.
 - a) Associate agrees that he will not use or disclose any Confidential Information belonging to Company, Company's Associates, Company's former Associates, Company's clients, Company's vendors, and governmental agencies and other entities with which Company interfaces.
 - b) Associate understands that Company has received from third parties their Confidential Information subject to a duty by Company to maintain the confidentiality of such information. Associate agrees that he owes Company and such third parties a duty to hold all such confidential or proprietary information in confidence and not to disclose it to others or to use it for the benefit of anyone other than for Company or such third party.
 - c) As a material inducement to enter into this Agreement, Associate covenants, agrees, represents and warrants as follows:
 - i. All of the Confidential Information is a valuable asset of Company and/or its clients, and is, will be and shall at all times remain the sole and exclusive property of Company or its clients.
 - ii. But for Associate's employment by Company, the Confidential Information would not have been disclosed to Associate.
 - iii. Associate shall, at all times, hold the Confidential Information as secret
 - iv. Associate understands that Company or its clients sell and distribute their products and/or services at various points throughout the India and outside India and that Associate must maintain and preserve all of the Confidential Information and knowledge thereof as unavailable to Company's competitors, the industry and the general public in order to protect Company's business, competitive position and good will.
 - v. Company and its clients derive a competitive advantage in the marketplace by maintaining the Confidential Information and knowledge thereof as secret and unavailable to Company's competitors and the public.

Document Ref No: HR/ Relieving Letter / 02
Confidential
Release Date: 01.05.17

- vi. Associate shall not, directly or indirectly, individually or in combination or association with any other person or entity, use, divulge or disclose to any third party any of the Confidential Information.
- vii. Associate acknowledges that he has delivered or caused to be delivered to Company all of the Confidential Information in Associate's possession or control including, without limitation, originals, copies, and archives of books, catalogues, sales brochures, customer lists, drawings, sketches, notes, minutes of meetings, prospect lists, price lists, Associate manuals, operations manuals, computer equipment, source code masters and other documents or computer source code reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Associate as a result of or during the course of Associate's employment by Company.
- viii. Associate shall deal with the Confidential Information strictly in accordance with the terms of this Agreement.

3. Non-Solicitation (please also refer to clause of the appointment letter):

Please refer to Clause 7.16 of the appointment letter- "While in employment with the company and for one year from the date of leaving the services of the company, you shall not work with or solicit business from any of the company's clients or any of the company's Associates, directly or indirectly."

To elaborate the expectation from the Associate in this regard please refer to the below;

- a) Non-solicitation of clients- Associate acknowledges that for a period of one year from the date of relieving from the company, will not directly or indirectly solicit competitive business from any client or customer of the organization (including any potential client of the organization that was contacted, solicited, or served by the Associate or about which the Associate has received confidential information while he was employed by the organization, nor for the same period of time, will He perform services or accept any business, competitive with that of the organization, directly or indirectly from any of the customers and clients described above, which involves him performing similar functions or acting in a similar capacity as when employed with the Organization
- b) Non-solicitation of other Associates- Associate acknowledges that for a period of one year from the date of relieving from the company for any reason whatsoever, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any Associate of the Organization, to terminate his or her employment with the Company or otherwise to act contrary to the interests of the Organization.

4. Authority:

Company represents and warrants that the undersigned has the authority to act on behalf of Company and to bind Company and all who may claim through it to the terms and conditions of this Agreement. Associate represents and warrants that He has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

The parties agree that this Agreement shall be binding on and inure to the benefit of their respective heirs, family members, estates, affiliates, divisions, subsidiaries, predecessor and successor corporations, successors and assigns.

Document Ref No: **HR/ Relieving Letter / 02**
Confidential
Release Date: 01.05.17



5. Severability:

In the event that any provision or any portion of any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

6. Entire Agreement:

This Agreement represents the entire agreement and understanding between Company and Associate concerning the subject matter hereof and of Associate's relationship with Company. This Agreement supersedes and replaces any and all prior agreements and understandings, oral or written, between the Parties concerning the subject matter of this Agreement and Associate's relationship with Company.

Associate affirms that he has understood the full and final settlement as mutually agreed above and confirms that there is nothing outstanding from the Company or its promoters/shareholders. The Associate agrees that any breach of the terms of this Agreement is likely to cause the company substantial and irrevocable damage and irreparable harm.

Associate is fully aware of the legal and binding effect of this Agreement. IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

For and behalf of **LiquidHub Analytics Pvt. Ltd.**

Mohit Sharma ("Associate"):

("Company"):



Name: Sweta Singh Rai
Title: Group Head - HR

Name:
Date:

Cc: Personal file

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