

Employee Confidentiality & Non-Compete Agreement

This Employee Confidentiality & Non-Compete Agreement ("Agreement") is entered into on ____ day of _____ 2022 hereinafter referred to as the "Effective Date" between **TRIVITRON HEALTHCARE PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 and having its Registered office at No.15, IV Street, Abhiramapuram, Chennai – 600 018, Tamil Nadu, India, PAN AAAC9378H CIN. U85110TN1998PTC040515, hereinafter called "Employer" which expression unless repugnant to the context shall mean and include its subsidiaries, affiliates, joint venture companies and its successors and assigns).

And

_____, bearing Aadhar card number _____ and
residing at _____

(hereinafter referred to as "Employee").

RECITALS:

WHEREAS:

- A. The Employee during his/her normal course of Employment has access to the Employer's confidential and proprietary information, not generally known to others, including specialized information about research, development, production, marketing, and management in Employer's chosen fields.
- B. Employer wishes to protect its confidential and proprietary information and safeguard against the wrongful, unauthorized or inadvertent disclosure of its confidential and proprietary information as any unauthorized disclosure would cause irreparable harm in monetary terms as well as damage to reputation and goodwill.

Trivitron Healthcare Pvt. Ltd.

#15, IV Street, Abhiramapuram, Chennai - 600 018, India.
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E-mail: groupmarketing@trivitron.com

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THEREFORE, Employer and Employee agree as follows:

ARTICLE I: CONFIDENTIAL INFORMATION

- A. The terms "Confidential Information" includes the Employer's proprietary data and means and includes information and data not generally known outside the company concerning Employer or its businesses and the Employer's business and technical information, including but not limited to, the intellectual property of the company, information relating to inventions, discoveries, products, plans, calculations,

concepts, design sheets, design data, system design, blueprints, computer programs, algorithms, software, firmware, hardware, manuals, drawings, photographs, devices, samples, models, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, customer lists, supplier identity, marketing and sales plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business or prospective business of the Employer, or information received by the Employer as to which there is a bona fide obligation, contractual or otherwise, on Employer's part, not to disclose the same.

ARTICLE II: Employee Covenants

Confidentiality obligations

- A. Employee agrees not to divulge to, or use the Confidential Information for the benefit of, any other person, corporation or entity, other than the Employer, during the term of employee's employment with Employer, or any time thereafter. For purposes of this Agreement, the period of Employee's employment shall include any time during which Employee was/is retained as a consultant by Employer. The obligations of confidentiality shall survive this agreement indefinitely and will be in force until the Confidential Information becomes no longer confidential.
- B. The Employee undertakes to use at least the same degree of care:
- (i) in safeguarding the Confidential Information that the Employee would use in protecting his/her own confidential information and/or proprietary data; and
 - (ii) and shall take all the necessary steps to protect the Confidential Information from unauthorized or inadvertent disclosure.

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- C. All notes, notebooks, memorandums, computer disks and other similar repositories of information containing or relating in any way to Confidential Information shall be the property of Employer. All such items made or compiled by Employee or made available to Employee during the period of employment or thereafter including all copies thereof, shall be held by Employee in trust and solely for the benefit of Employer and shall be delivered to the Employer by Employee upon termination of employment with Employer, or at any other time upon the request of the Employer.

Non-Compete obligations

- D. During the course of employment and for a period of twelve months thereafter, Employee agrees not to engage in any employment, consultancy, business or any other activity that is in competition with the business activities of the Employer.

Non-Solicitation

- E. The Employee agrees and undertakes that for a period of two (2) years after termination of this Agreement that it will not, directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an employee, consultant or contractor of the Employer or any of its affiliate and/or to terminate his/her relationship with the Employer, (b) aid, assist or abet any third-party in any of the aforementioned activities.

Non-Circumvention

- F. The Employee hereby agrees and undertakes for himself or herself, their officers, directors, agents, associates and any related parties, that they will not during the term of employment and for a period of two (2) years thereafter, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the Employer, its officers, directors, agents or associates, for the purpose of avoiding payment to the Employer of profits, fees or otherwise.

ARTICLE III: INVENTIONS

- A. Employee shall promptly disclose to Employer, in writing, all inventions, ideas, discoveries, and improvements whether or not patentable or registrable under Copyright or similar statutes, made or conceived or reduced to practice or learned by Employee, either alone or jointly with

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others, during the period of employment with Employer. Employee agrees that all such inventions (intellectual, visual or material) are the sole property of Employer.

- B. Employee undertakes to cooperate and take all the necessary actions to transfer to Employer at Employer's cost, all right, title and interest in and to any and all inventions, ideas, discoveries, and improvements, made during the course of employment.

ARTICLE IV: REMEDIES

The Employee agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Employer which will not be adequately compensable in monetary damages, and that Employer may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Employer against, or on account of, any breach by the Employee of the provisions contained herein, and the Employee agrees to reimburse reasonable legal fees and other costs incurred by Employer in enforcing the provisions of this Agreement.

ARTICLE VI: MISCELLANEOUS PROVISIONS

- A. This Agreement shall inure to the benefit of the successors and assigns of the Employer, and shall be binding upon the Employee's heirs, assigns, administrators and representatives.
- B. All provisions of this Agreement shall be severable for purposes of enforcement.
- If any provision or clause of this Agreement is unenforceable at law or in equity, such clause or provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall continue to be enforceable, according to its terms.
- C. This Agreement shall be interpreted under and governed by the laws of India and the courts in Chennai shall have exclusive jurisdiction over matters arising out of this Agreement.
- D. This Agreement sets forth the entire Agreement as to its subject matter. No modification, amendment, termination or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of Employer. Failure of Employer to insist upon strict

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compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

- E. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements between the parties relating to inventions and confidentiality.
- F. In the event of any dispute related to this Agreement, the prevailing party in that dispute shall recover its attorney fees.
- G. This Agreement shall come commence on the Effective Date and shall continue to be in effect for the duration of the Employee's employment with the Employer.

Trivitron Healthcare Private Limited

Employee Name

Amitesh Nigam

Associate Vice President - HR

Signature of Employee

Date

Date

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