

Employee Non Disclosure Agreement



Maxsource Technologies

Date: April 05th, 2024

Employee Engagement & Non-Disclosure Agreement Between:

Maxsource Technologies

And

Ms. Neha Singh

281/Q/A Ghoshal Para Nabagram, Serampora M, Mallickpara, Hooghly, West Bengal-712203

Mobile no.: +91- 9163425238

E-mail ID: nehasingh91632@gmail.com

Job Title: Internet Research Executive

Start Date: Monday, April 08th, 2024

Schedule: 10:00 AM to 07:00 PM IST Monday to Friday

Basis: Full Time

Monthly Remuneration: Rs. 12, 000/- (Twelve Thousand Only) Per Month

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THIS AGREEMENT is entered into between the parties set out below, on the Commencement

Date: April 05th, 2024

Together called “the Parties” and each “a Party”.

PARTIES

1. Maxsource Technologies

And

2. Ms. Neha Singh

BACKGROUND

A. Maxsource Technologies wishes to engage the candidate to provide services to Maxsource Technologies and its Clients (Services).

B. Candidate has the skills, background and experience in providing the Services.

C. Candidate is willing to provide the Services and Maxsource Technologies is willing to appoint the Candidate to provide the Services, all in accordance with the provisions of this Agreement.

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OPERATIVE PROVISIONS

1. Definitions

1.1 Definitions

In this Agreement unless the context indicates otherwise, the following words shall have the following meanings:

Agreement means this agreement, any schedules or annexures or policies relating to this Agreement and any variation of this Agreement;

Authority means any state and local government departments, bodies, and

Public authorities or other authority whether in India or the jurisdiction in which the

Candidate is located;

Business Day means:

(a) in relation to any obligations of Maxsource, any day other than a Saturday, Sunday or public holiday in India.

(b) in relation to all other circumstances, any day other than a Saturday, Sunday in India.

Client means any client, current or previous, or any potential client, of Maxsource;

Completion Date means the date specified as such in the Schedule;

Confidential Information includes:

(a) any information marked as confidential and any information received or developed by the candidate during the term of this Agreement, which is not publicly available and relates to processes, equipment and techniques used by Maxsource Technologies in the course of Maxsource Technologies 's business;

(b) all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans;

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(c) passwords, login information, Client details, any communications unless the Client specifies in writing that the information is not confidential, banking information, organisational processes, salary/hourly rate.

Court means an Indian governmental judicial entity with the authority to adjudicate legal disputes between parties and administer justice in civil, criminal and administrative matters in accordance with the rule of law in India; Fee(s) means the fees specified in the Schedule;

Intellectual Property means all industrial and intellectual property whether protectable by statute, at common law or in equity, including all copyright, all Works, inventions, patents, designs (whether or not registrable), registered and unregistered trademarks, circuit layout designs but excluding non-assignable moral rights and similar non-assignable personal rights of an author.

Materials means all reports, the specification, documents, papers, information, data and disks (in whatever form or medium or format), wherever such Material is located or stored, and all copies of the Materials; Non-Compete Period means the Term plus the period specified in clause 9.3; Parties means the Employee/Candidate and Maxsource, and Party shall mean either one of them;

Specification means the specific Services to be provided by the candidate under this Agreement;

Start Date means the date specified as such in the Schedule;

Term means the period from the Start Date until the Termination Date;

Termination Date means the date of termination of this Agreement by Maxsource Technologies or the Candidate/Employee; and Works means all works, designs, materials and other subject matter, including drafts, Variations and elements thereof and including Works as defined under the Copyright Act which have been or are in the future created, developed, produced or supplied by the candidate to Maxsource, arising from the work undertaken for or at the request of or for the benefit of Maxsource under this Agreement.

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2. Term

2.1 The Term of this Agreement will commence on the Start Date and will continue on a rolling basis and, in addition to the termination rights set out in this Agreement, may be terminated by:

- (a) Employee providing either one month's notice or 22 Business Days' notice (whichever is longer) to Maxsource Technologies; or
- (b) Maxsource Technologies providing ten (10) Business Days' notice to employees.

3. Services quality and scope

3.1 The candidate/employee agrees that:

- (a) If the employee is engaged on a Full Time basis, he/she will provide at least 170 hours of Service to the Client per month.

3.2 The Employee's ordinary place of work and time in which it is required to perform its Hours of work will be flexible (unless requested otherwise by the Client) and the employee will have the discretion to adjust its daily working hours as necessary to perform its duties in a satisfactory manner, during reasonable waking hours and in compliance with their Contracted Hours under clause 3.1.

3.3 The employee agrees that it will provide the Services with all the skill, care and diligence to be expected from a qualified, competent and experienced provider of services of a similar scope and complexity as the Services.

3.4 The Employee agrees to comply with any policies issued by Maxsource Technologies at any time in relation to this Agreement.

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4. Location and equipment

4.1 The Employee shall provide the Services from our office or a remote location convenient to the Employee.

4.2 Unless working from our office, Except for any Additional Requirements, the employee must arrange its own facilities to enable it to provide the Services, which may include home office space, resources including without limitation, computing, printing and internet facilities.

4.3 The employee is required to ensure that its workspace complied with the following minimum home office requirements:

- (a) a quiet home office space which includes a desk, chair, keyboard and monitor suited and comfortable for the employee;
- (b) a working headset for both audio and microphone use;
- (c) a computer running Windows 7 (minimum);
- (d) mobile phone which is capable of sending text messages;
- (e) a functional web cam;
- (f) Skype;
- (g) Google Docs; and
- (h) Internet with a minimum download and upload speed of 4mbps.

5. Reliability

5.1 The Employee must be reliable and contactable at all times during working hours.

5.2 If the Employee is not able to work or meet a deadline as a result of a lack of electricity then the employee must, as soon as possible inform the manager.

6. Non- solicitation and non-compete

6.1 The Employee acknowledges that Client information, including contact details, constitutes Confidential Information and must not be used for any purpose other than the provision of Services Under this Agreement.

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6.2 The Employee agrees that in consideration of the Agreement and Fees provided under this Agreement, during the Term and for the duration of the Non-Compete Period after the Term ends, it will not as a sole trader, partner, manager, employee, director, consultant, adviser, shareholder, unitholder, trustee or with any other entity in which the employee may at any time have any direct or indirect interest to any of the following:

- (a) Establish, and shares in, be involved in managing (directly or indirectly), or hold a senior role in a competitor of Maxsource Technologies;
- (b) approach, canvas, solicit or provide services to any Client (who was a Client at the date of termination of the Agreement or within 12 months prior);
- (b) Interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Maxsource Technologies and any supplier to Maxsource;
- (c) Induce or solicit any employee, consultant or agent of Maxsource or any of its subsidiaries or related companies, to leave the employment or agency of Maxsource Technologies;
- (d) Provide its personal, or non-Maxsource, contact information to a Client; or
- (e) Discuss or disclose the Fees or the terms of this Agreement with a Client.

6.3 The parties acknowledge and agree that the terms of this clause are fair and reasonable in all the circumstances, including in light of the consideration, and the nature of the particular services, and that the Employee has voluntarily entered into this Agreement.

7. Disclosure and ownership of Intellectual Property

7.1 The employee must communicate to Maxsource Technologies promptly and fully all discoveries, improvements and inventions made or conceived by the employee (either solely or jointly with others) in the course of performing the Services which are similar to the actual or anticipated business, work or investigations of Maxsource or which result from or are suggested by any work performed for Maxsource or its Clients (Inventions).

7.2 Any Inventions, whether or not they contain intellectual property rights capable of protection, shall be and remain the sole and exclusive property of Maxsource Technologies.

7.3 The candidate acknowledges that Maxsource Technologies (or its associated entities or persons) owns all Intellectual Property created by the employee in connection with the Services, that now exists or that later comes into existence.

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7.4 The employee agrees that Maxsource may use any of the employee's details including name, photo and CV for any purpose related to the Maxsource business including marketing. The employee acknowledges that this may include putting a biography page and/or image on the Maxsource website or other social media pages.

7.5 The obligations accepted by the Employee under this clause 11 survive termination of this Agreement.

8. Confidentiality

8.1 The Employee warrants and undertakes to Maxsource Technologies that it will not disclose, use or otherwise deal with any Confidential Information regarding Maxsource Technologies, its Clients, and not deal with it in any way that might prejudice its confidentiality.

8.2 Maxsource Technologies and the Employee acknowledge that information resulting from the activities of the Employee pursuant to this Agreement shall also be regarded as Confidential Information and the Employee agrees that the Employee's obligations in clause 8.1 extend to this category of information.

8.3 The Employee's obligations with regard to the Confidential Information will continue for so long as the Confidential Information is maintained on a confidential basis by:

(a) Maxsource Technologies in the case of Confidential Information pertaining to Maxsource Technologies's business; and

(b) Maxsource Technologies's Client, in the case of Confidential Information pertaining to the business of any Client.

8.4 At the termination of this Agreement, or when earlier directed by Maxsource Technologies:

(a) all Confidential Information must be returned to Maxsource Technologies or its Client, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the employee makes and any software that the employee creates based on the Confidential Information;

(b) the employee must cease using all Confidential Information; and

(c) the employee must erase and destroy any copies of any software containing or comprising the Confidential Information in the employee's possession or under the employee's control or that may have been loaded onto a computer possessed or controlled by the employee.

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8.5 The Employee agrees to indemnify Maxsource Technologies fully against all liabilities, costs and expenses which Maxsource Technologies may incur as a result of any breach of this clause by the Employee.

8.6 The Employee must provide all reasonable assistance to Maxsource Technologies and its Clients, before and after the Termination Date, in preventing any unauthorised use or disclosure of the Confidential Information and in taking action to prevent or prosecute the unauthorised use or disclosure. The Contractor must notify Maxsource Technologies immediately of any unauthorised use or disclosure of the Confidential Information by the Contractor or a third party.

8.7 The obligations accepted by the Employee under this clause 8 survive of this Agreement.

9. Termination

9.1 Upon termination, the Employee will return all Maxsource Technologies's Confidential Information, copies of Maxsource Technologies's Intellectual Property Rights and any other property Maxsource Technologies has provided to the Client during this Agreement.

9.2 Notwithstanding anything in this Agreement to the contrary Maxsource Technologies may terminate this Agreement at any time by notice in writing to the employee, if the employee:

- (a) breaches the Confidentiality clause of this Agreement;
- (b) is guilty of any dishonesty, fraud, serious misconduct or serious neglect of duty, in
- (c) or in connection with the provision of the Services.

10. Dispute Resolution

10.1 If there is a dispute between the parties to or arising out of this Agreement, then within 14 Business Days of a party notifying the other party of a dispute, each party must meet, either in person or through the use of technology, and use all reasonable endeavours, acting in good faith to resolve the dispute by joint discussions.

10.2 If the dispute between the parties relating to or arising out of this Agreement is not resolved within 14 Business Days of the parties meeting in accordance with clause 10.1, the parties may agree to submit the dispute to mediation.

10.3 A party may not commence Court proceedings in relation to a dispute relating to or arising out of this Agreement until it has exhausted the procedures in this clause 10.

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11. General

11.1 Amendments

This Agreement may only be amended in a writing signed by duly authorised representatives of the Parties. If the Employee requires any changes to be made to the conditions under any clauses, the employee agrees that will contact Maxsource Technologies to enter into discussions to resolve the matter.

11.2 Assignment

Employee may not may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement. Maxsource Technologies may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the Employee.

11.3 Entire agreement

(a) This Agreement contains the entire agreement between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.

(b) The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

11.4 Waiver

(a) No failure or delay by a party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

(b) The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

11.5 Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in India. The Parties submit to the exclusive jurisdiction of the courts of India.

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Executed as an Agreement

Signed by

Maxsource Technologies

Navdeep S

Navdeep Sethi

Signing Authority

April 05th, 2024

Date Signed

Signed by the Employee

Ms. Neha Singh

Date Signed

April 05th, 2024