

# ACIS - Nakka Shanti ( 166261\_IN ) Agreement to Non-Compete and Non-Solicitation clause

ecmsprocess.in@capgemini.com

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To:Chandanshive, Abhijit <abhijit.chandanshive@capgemini.com>; Taggar, Charanjit <charanjit.taggar@capgemini.com>; Siva Subramani, Gayathri <gayathri.siva-subramani@capgemini.com>; Vora, Neena <neena.vora@capgemini.com>; Shivanna, Onkaramurthy <onkaramurthy.shivanna@capgemini.com>; M S, Rakesh <rakesh.soundararajan@capgemini.com>; Dixit, Sharad <sharad.dixit@capgemini.com>; Nakkeeran, Sony <sony.p-k@capgemini.com>; KUMAR, Uday (HR) <uday.kumar@capgemini.com>;

Cc:Shanti, Nakka <nakka.shanti@capgemini.com>; IN, ECMS Process <ecmsprocess.in@capgemini.com>; Taggar, Charanjit <charanjit.taggar@capgemini.com>; Siva Subramani, Gayathri <gayathri.siva-subramani@capgemini.com>; Vora, Neena <neena.vora@capgemini.com>; Shivanna, Onkaramurthy <onkaramurthy.shivanna@capgemini.com>; M S, Rakesh <rakesh.soundararajan@capgemini.com>; Dixit, Sharad <sharad.dixit@capgemini.com>; Nakkeeran, Sony <sony.p-k@capgemini.com>; KUMAR, Uday (HR) <uday.kumar@capgemini.com>;

This is a confirmation with reference to the acceptance of the Non-Solicit and Non-Compete Clause by Nakka Shanti.

The employee agrees that:

"a) I will not

(1)for a period of one year after the termination of this agreement, directly or indirectly, solicit to provide or provide any professional services such as those provided by the Company for anyone who is a client of the Company anytime during the twelve months prior to my leaving the Company, and for whom I provide any service as an employee of the Company during the five years prior to my leaving;

(2) for a period of twelve months after the termination of this agreement, directly or indirectly, without the prior written consent of the Company, solicit for employment with myself or any firm or entity with which I am associated, any employee of the Company or otherwise disrupt, impair, damage, or interfere with the Company's relationship with its employees;

(3) upon the termination of my employment, remove, retain, copy, or utilize any confidential, privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, data, files, client lists or materials, or other data, publications or materials. The non-compete provisions of this paragraph will not apply to a client of the Company or any predecessor of the Company for whom I performed services or with whom I had significant professional contact prior to joining the Company. If the Company requests me to terminate my relationship with the Company, the non-compete provisions of this paragraph will not apply to me with respect to those clients of the Company, if any, as to which the Company and I reach mutual agreement."

(b) The employee and the Company acknowledge and agree that the duration and geographic scope of the covenants contained in paragraph (a) are fair and reasonable. Accordingly, the employee and the Company agree that, in the event that any of the covenants contained in paragraph (a) are nevertheless determined by a court or arbitration body to be unenforceable because of the duration or geographic scope thereof, the arbitration body or court making such determination may reduce such duration and/or scope to the extent necessary to enable such arbitration body or court to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

**It is important that you adhere to the acceptance of Non-Solicit and Non-Compete Clause post your relieving from Capgemini.**

12/20/2018

Mail - nakka.shanti@capgemini.com

Regards,  
HRSS Offboarding Team