

## Proprietary Information Agreement for 1 Year (Between)

**Dzone India It Solutions and Mr. Jahangeer Ansari as Full time Junior Mern Developer.**

**S/O- Raju Ansari, Ward No 11, Rampur Murli, West Champaran Bihar 845103**

Because I am or wish to be employed by Dzone India IT Solutions. in a capacity in which I will or may receive or contribute to confidential information which is of value to Dzone India IT Solutions., I agree to abide by the following terms and conditions:

My employment creates a relationship of confidence and trust between me and Dzone India IT Solutions.. with respect to certain information of a confidential, proprietary or trade secret nature which gives Dzone India It Solutions. a competitive edge in markets in which it competes. For the purpose of this agreement, all such confidential, proprietary, or trade secret information will be referred to as “Proprietary Information.”

Proprietary Information, for the purpose of this agreement, shall include (but is not limited to) the following

1. Marketing and sales plans, product development plans, competitive analysis, business and financial plans or forecasts, non public financial information, agreements and customer and employee list of Dzone India IT Solutions.
2. All software developed or licensed by Dzone India IT Solutions. by a third party for its customers, and any documentation or listing pertaining to such software; the term “Software” as used in this paragraph refers to software in various stages of development and includes without limitation the literal elements of a program ( source code, object code or otherwise), its audiovisual components (menus, screens, structures and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data, bug reports and customer information.
3. Any information or material not described above which relates to Dzone India IT Solutions. inventions, technological developments, “know-how”, purchasing, accounting, merchandising or licensing.
4. employee will serve notice period of 45 days minimum, otherwise Dzone India IT solutions is liable to claim for 10 times of current salary . Employee will serve his notice period at any condition.
5. Office time will be 10.00 Am to 8.30 Pm and salary date will be 15th of every month. Employee will report on daily basis, no excuse will be countable. developer will justify 150-160 hours work report in a month.



1. Any information of the type described above with Dzone India IT Solutions. has a legal obligation to treat as confidential, or which Dzone India IT Solutions. treat as proprietary or designates as confidential, whether or not owned or developed by Dzone India IT Solutions.

## ROLES AND RESPONSIBILITIES:

You will report to Ankit Kumar, Project Head of Dzone India.

The Company acknowledges the importance of Their Employee and will ensure that you will be:

treated with respect at all times;

* + supported appropriately for the tasks that you are asked to complete; and
  + given as much access to learning and development opportunities as possible
  + Your present will be considered when you submit your report on a daily basis and working hour
  + Saturday and Sunday will be full day working and you will be in touch with respective developer and project leader for the concern and problem solving.
  + Any type of freelancing work is not allowed, you cannot work outside or any third party work related to development during office hours, if caught doing this, you will be terminated immediately or the company can also take legal action.

## By accepting this offer, you agree to:

* + behave in a professional manner at all times.
  + Your contract is being done for 1Year and you cannot leave before 1 Year.
  + abide by the company’s policies and procedures;
  + You cannot leave any project in the middle of the project in which you have a dependency, You must deliver the project at any cost.
  + you have to update your task as on daily basis no delay will be countable at all.
  + work hard and diligently throughout the employment period; and
  + no any advance payment will be given in any condition.
  + complete the projects and assignments given to you in a timely and accurate manner
  + Along with accepting the offer, you will send all your documents via email to us.
  + Needed aadhar card, pan, photographs, educational certificate (10th, 12th, bachelor,master degree and salary slip ) as on urgent basis with self attested.

## Duties:

* + Developing front end website architecture.
  + Designing user interactions on web pages.
  + Creating servers and databases for functionality.
  + Ensuring cross-platform optimization for mobile phones.



* + Ensuring responsiveness of applications.
  + Seeing through a project from conception to finished product.
  + Designing and developing APIs.
  + Meeting both technical and consumer needs.
  + Staying abreast of developments in web applications and programming languages.

Proprietary information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in the course of similar employment elsewhere. (Jahangeer Ansari)

1. My performance as an employee of Dzone India IT Solutions. will not breach any agreement to keep in confidence the proprietary information of a former employer. Unless I have obtained written authorization from my former employer for the use of such materials, I have not brought to Dzone India IT Solutions. and will not use in the performance of my work with Dzone India IT Solutions. any proprietary information or documents of a former employer.
2. I am ready to survive my employment for 6 month from 1st June 2021 and accepting all terms and condition given by Dzone India It Solutions, I am committing to the company for any type of losses given by us, I will bear at any cost.
3. I will promptly disclose to Dzone India IT Solutions. all ideas, processed, inventions, modifications, and improvements, (collectively referred to as “discoveries”) related to any work or business carried on by Dzone India IT Solutions., conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

All such discoveries shall be the sole and exclusive property of Dzone India IT Solutions. I also shall agree to execute without receiving additional compensation (a) any formal documents necessary to any discoveries to Dzone India IT Solutions., and (b) all documents require to obtain a patent, register a copyright, or enforce Dzone India IT Solutions. rights in such Discoveries.

These obligations shall continue beyond the termination of employment with respect to discoveries I conceive or make during the period of my employment.

1. At all times, both during and after my employment with Dzone India IT Solutions., I’ll hold Proprietary Information in confidence. I will not use, transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Dzone India IT Solutions. employees or authorize third parties as may be necessary in the ordinary course in performing my duties for Dzone India IT Solutions. or otherwise directed by Dzone India IT Solutions.
2. At all times, both during and after my employment with Dzone India IT Solutions, I’ll not engage in any negative publicity with any of the Dzone India Pvt. Ltd. client or client vendors/partners in



India or abroad which may bring disrepute to the management and employees of Dzone India IT Solutions.

1. During my employment with Dzone India IT Solutions., I will not Dzone India IT Solutions. express written consent, engage in any employment in any competing business (Ex- its Customers).
2. The Terms of my employment are such that, either party may terminate the employment by giving to the notice in writing or pay in lieu without assigning any reason thereof. However, the Company shall not be liable to give such notice or pay in lieu thereof in case I am found to have violated any of the terms & conditions of this document or other documents and undertaking executed by me. Besides, any such termination of my employment shall not absolve me from the obligations that I am required to discharge and comply with during the Term of your employment or obligations that are to survive beyond the Term of my employment.
3. any form with any of the Dzone India IT Solutions. client or client vendors / partners in India or abroad.
4. I agree that for six Month after termination of my employment with Dzone India IT Solutions., I will not without Dzone India IT Solutions. express written consent engage in any employment direct or indirect with any of the Dzone India IT Solutions. client or client vendors / partners in India or abroad.
5. I agree that I will not leave the company before 1 year, if the company leaves, then the company is entitled to claim 10 times of my salary, how can the company withdraw from me or is entitled to legal, and if I do not perform. If given, the company can terminate anytime without any notice or notice, I will not be entitled to any salary, the company will give me.
6. I agree that In my office time, I will only do my office work, I will not even do any work outside. I will not approach any client after leaving the job or when the company leaves, or I will say something wrong against the general, nor will I tell the client that you work with me, I have left the company, I will do your work. Good and low cost, the company is entitled to any legal action if any activity of this method is found and I am willing to pay the fine paid by the company.
7. This agreement is not a guarantee of future employment and is not a contract of employment for any fixed term; rather it is merely an agreement concerning certain conditions and duties with which I agree to comply. I understand and agree that my employment with Dzone India IT Solutions. is terminable at will.
8. The company or the project manager can cross check my work at any time and any way via screen sharing, they can see what I am doing, if I am asked to share my computer screen, then I will do it immediately, and sometimes I will do extra work If given to me, I will do that too and how will I complete the delivery date.



1. I agree that any legal action or proceeding involving Dzone India IT Solutions. which is in any way connect with this agreement may be instituted in any court, and by signing this agreement, I agree to submit to the jurisdiction of the aforesaid courts in any such legal action or proceeding. The forgoing shall not limit the right of Dzone India Pvt. Ltd. to commence any legal action or to obtain execution of judgment in any other appropriate jurisdiction.
2. After rejoining the job, I will return all the properties of the company (Dzone India It Solutions), If the property is damaged, I will compensate it myself. otherwise Dzone India it solutions can claim anything/any amount as per Dzone India It Solutions.
3. This agreement sets forth the entire agreement between me Dzone India IT Solutions. with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This agreement may be changes only by an agreement in written between me and Dzone India IT Solutions.
4. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.
5. This agreement sets forth the entire agreement between me and Dzone India IT Solutions. with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. This agreement may be changes only by an agreement in written between me and Dzone India IT Solutions. Please signify your agreement with the foregoing terms and conditions by signing and returning a duplicate copy of this letter.
6. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

## TERM AND NOTICE:

The employment period will commence on 1 s t J u n e 2021 During the first 10 days, either partymay terminate this contract by giving 10 days’ notice to the other party. During the remaining period, either party may terminate this contract by giving 25 days’ notice to the other party (**Jahangeer Ansari**). company can terminate with payment or without payment, all decision will be taken by company Hr.

## SALARY:

As an intern, you’re entitled to INR 20,000 Monthly, It all depends on your performance. Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved. Salary will be transferred on 15th of every month. And the company can terminate you without any payment/salary anytime if the project is not delivered on time.

## CONFIDENTIALITY AND NON-COMPETITION:

You shall not during the term of this contract or at any time thereafter (otherwise than in the proper performance of any duties hereunder) without the consent in writing of the company first being obtained, use for your own account or divulge to any person, business or company (and shall at all times use your best endeavors to prevent the disclosure of):



* + any information concerning the business, products, know-how, technology, accounts, finances, clients or customers of the company or any related companies or any of theirrespective shareholders; or any of the secrets, dealings, transactions or affairs of thecompany, or any of its related companies or any of their respective shareholders andupon termination of this employment agreement you shall forthwith surrender to thecompany all original and copy documents, samples or other items relating to any matteraforesaid.

By way of illustration but not limitation, confidential information includes inventions, discoveries, developments and improvements, know-how, techniques, designs, processes, formulae and data, plans for research, development, new products, marketing, and selling, information regarding business plans and budgets, unpublished financial statements, licenses, prices and costs, and information concerning suppliers and customers that has not been publicly displayed.

## INTELLECTUAL PROPERTY:

All intellectual property rights (including copyrights, patents, trademarks, designs and similar industrial, commercial and intellectual property), which you create during the period of your employment with the company, are the property of the company and vest in the company immediately upon their creation. Accordingly, you hereby assign to the company (without the need for further assurance):

* + all rights, title and interest in all intellectual property rights (other than copyright); and
  + all copyright (including future copyright), in all materials created by

you during the period of your employment with the Company.

You must, if requested by the company, do all things and execute all documents necessary to give effect to (a) and (b) above

Yours sincerely,

Ankit Kumar HR

Dzone India IT Solutions

For and on behalf of Dzone India

I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all the terms and conditions, and obligations set forth above.

**Employee: Dzone India IT Solutions.**

# Signature : ………………………… By : …………………………….

Name : ……………………….... Name : …………………………….

Date : ………………………… Date : …………………………….