

NON-DISCLOSURE & NON-POACHING AGREEMENT

This agreement is made at Ahmedabad on **06/01/2022** between **M/s Bacancy Software LLP** having its registered office at **1207-1210 Times Square - 1, Opp Rambagh, Thaltej-Shilaj Road, Thaltej, Ahmedabad - 380059**, through its duly **authorized person Ms. Ankita Acharya** (hereinafter referred to as "Company" or "Employer", which expression shall mean and include all the Directors of the Company, legal heirs, representatives, assignees, executors etc.)

And

Mr. Ravi Prajapati, Aged 26, "101/Block 10, Chanakya Apartment, Near Vishwas City 10 & Unique Aashiyana, Gota, Ahmedabad, Gujarat, 382481." (hereinafter referred to as "Employee" or "I" or "He" or "She", which expression shall mean and include his/her legal heirs, representatives, assignees, executors etc.)

Company is engaged in the business of IT and has engaged the employee in the service as a **Lead Software Engineer with effect from 06 January 2022.**

AND WHEREAS both the parties to this agreement understand and agree that looking to the peculiar nature of the business carried on by the company, it is absolutely necessary that a non-disclosure and non-compete agreement is entered into between the parties to this agreement.

Now the parties to this agreement agree as under:

1 CONFIDENTIALITY

- 1.1 The employee at any time during employment with the Company in any form or any time thereafter in future shall not divulge, disclose, or part with any information data, trade secret, process, technical information, technology, drawing, calculation or design or any other information/document/paper, confidential or otherwise related to the Company's operation in general and the employee's scope of responsibility in the Company from time to time during his/her employment with the Company that he/she may have had access, howsoever insignificant it may be, directly or indirectly purposefully or innocently, for any consideration or otherwise to any colleague in the Company or any outside person, agency, organization, institution or any other body without written prior permission of the Directors or any other Competent Authority assigned by Company's Directors.
- 1.2 The employee agrees at all times during the term of his/her employment and thereafter (without limit of time);
- a) to hold the Confidential Information in strictest confidence, and not to use or attempt to use the same, except for the benefit of the Company;
 - b) not to disclose or divulge the Confidential Information to any person or entity without written authorization of the Company; and
 - c) not to take Confidential Information outside office premises either physically or through electronic media or through any other mode, system or medium.

For the purposes of entire contract "Confidential Information" shall include but are not limited to any proprietary or secret information, technical data, trade secrets or know-how, whether (oral or written or in electronic format or in any other media and whether marked confidential or not), including but not limited to; research, business plans, products, product improvements, processes

and process documents, services, projects, proposals, all work produced by him/her whether during normal working hours or not, computer programs, documentation, customer lists and customers (including, but not limited to, customers of the Company with whom he/she become acquainted), markets, software developments, inventions processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, patent/copyright applications filed by the Company in any country or jurisdiction (until the same is generally available to public), and any other business information of the Company including its business plans, practice methodologies and technologies (including computer software), training materials, legal documents, personnel information, client lists and information regarding the same.

Further, Confidential Information shall also cover following Technical Information and Non Technical information of company's various projects including but not limited to

- SRS i.e. System Requirements Specifications,
- FRS i.e. Functional Requirements Specifications,
- ER diagram i.e. Entity Relationship Diagrams for databases,
- UML Diagrams i.e. Unified Modeling Language Diagrams,
- User Guide and other User Manuals,
- Methods, Processes, formula, compositions, systems, techniques, inventions, machines, computer programs and research projects,
- Coding/program files & statements including comments,
- Algorithms, Flowcharts, Decision tables and trees,
- Design and Layout files,
- Accounting, bidding and other project related financial details,
- Documented Innovative Technical project concepts,
- Product MIS/WIP Reports,
- Test data and Test Log Reports,
- Exception & Error Handling Reports,
- Every other document relating to system analysis, system design, system programming, system testing, system implementation and system maintenance stages,
- Human Resource database including contact details of employees,
- Client database including contact details of client,
- Company emails, chat files and other communication details,
- Animation files,
- Film files,
- Photoshop files,
- Scripts for various projects,
- Illustration files and
- User credentials including but not limited to user names, passwords, secret questions, secret answers, key pairs and every other identification, authentication and authorization details given to access development, deployment, staging or production environment on company's and its client's computer systems and network.

- 1.3 This understanding shall also apply to any information, data document or paper that may have been accessed during employment with the Company with respect to the Company's operation and plans, its associate concerns or anyone else associated with it or them including employees. It shall also extend to business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or to other tangible property and all information that comes to your knowledge whether such information is in tangible form or not, written or otherwise and formal or not.

- 1.4 The employee shall not whether during or after the termination of his/her employment use or divulge to any person (including family members), otherwise than as required in accordance with employment or as required by law and shall use his/her best Endeavour to prevent the use or disclosure of any trade or business secret or any other information of a confidential nature concerning the business or finances of the Company including Data of customers or clients or associates of the Company which are regarded as confidential and which have or may have come into employee's knowledge.
- 1.5 Upon termination of employee's employment, he/she shall deliver to the Company forthwith all notes, memoranda, data, source codes files, documents, computer disks and tapes, papers, tangible items and other property belonging to the Company which may have been prepared by him/her or have come into employees possession or under his/her control and he/she shall not retain any copies thereof..
- 1.6 The employee shall not save/copy for the purpose of the Company 's business and on behalf of the Company either during or out of business hours make or retain copies of or extracts from documents or any notes of or information in relation to the Company 's business or its clients or customer's business and you must if requested by the Company delete all confidential information upon any reusable material and destroy all of the documents and tangible items which contain or refer to any confidential information and which are in employee's possession or under his/her control due to your employment.

2 NON-SOLICITATION

The employee acknowledges that he/she has a fiduciary obligation to company and agrees that during his/her employment with company or its affiliates or during the period of 36 months from the date of separation from the Company's employment, he/she shall not directly or indirectly:

- 2.1 attempt to induce or persuade the withdrawal from Company or its affiliates of any of their respective employees;
- 2.2 hire or approach to hire or causes someone to hire any employee of Company or its affiliates;
- 2.3 approach or solicit any customer/client, customer of client, potential customer/client or maturing business opportunity of Company or its affiliates in order to attempt to direct any such customer/client, potential customer/client or maturing business opportunity away from Company or its affiliates;
- 2.4 service or deal with any customer/client, customer of client, potential customer/client or maturing business opportunity of Company or its affiliates in order to attempt to direct any such customer/client, potential customer/client or maturing business opportunity away from Company or its affiliates;
- 2.5 solicit or divert any business away from Company or its affiliates;

- 2.6 induce or persuade any customer/client, customer of client, potential customer/client, supplier, agent or other person under contract or otherwise associated or doing business with Company or its affiliates to reduce or alter any such association or business with Company or its affiliates;
- 2.7 interfere or attempt to interfere with any of the contractual, business or economic relationships of Company or its affiliates with other parties; and
- 2.8 accept any employment or shall not associate in any capacity whatsoever directly or through any one else either part-time or fulltime with or without remuneration or on honorary basis with any of the clients of Company, customers of clients or its affiliates.

For the purpose of this paragraph above the definition of customer/client, customer of client, potential customer/client, maturing business opportunity, supplier and agent shall include any details of any party whom you came across or you have had dealings by virtue of your consultancy relationship herein.

I hereby agree and acknowledge that aforesaid period of 36 months/ three years shall be considered as reasonable looking to the gestation period of IT industry's business model, immense efforts, time and investments made by the company for acquiring various stakeholders as mentioned in earlier paras of this clause and grooming of the employee.

Further, in case of the breach of this clause, the Employee shall pay the Company compensation in sum of 100% (one hundred per cent) of the 3 yearly billing value (irrespective of actually billed or not) of each employee, customer, customer of client, supplier, associate, independent contractor or representative enticed for each separate violation or breach of this Non-solicitation clause.

Such liquidated damages shall represent a minimum recovery and shall not limit or preclude the award of a greater sum in respect of any consequential damages suffered by the suffered party by reason of a breach of this Non-solicitation clause.

3 PERSONAL DATA TRANSFER

Company's human resources information systems are consolidated and managed centrally. As a result, personal data is transferred around Company's locations worldwide and to some selected organizations outside that provide services to the Company. By signing this agreement and accepting position with Company, employee is agreeing to this data transfer.

4 INVENTIONS

- 4.1. The employee shall promptly disclose to the Company full details including drawings and models of all improvements inventions and discoveries whether the same shall be patentable or not, made by you (either alone or with any other person) relating directly or indirectly to the Businesses or which may in the opinion of the Company be capable of being used or adapted for use therein or in connection therewith to enable the Company to determine whether or not it is a Company Invention.
- 4.2. During the employment if the employee at any time either alone or with any other person or persons make any improvement, invention or discovery whether the same shall be patentable/copyrightable or not which could be taken, belonging to the company and employee shall not without the written consent of the Company apply for patent/copyright or similar protection either in India or any other part of the world in respect of any such improvement invention or discovery whether during or after the expiration of this employment. Employee agrees that whenever required by the Company, he/she shall sign all such documents and do all such things as may be necessary or desirable for the purposes of obtaining any patent/copyright or similar protection for any such improvement, invention or discovery in India or in any other part of

the world. If and whenever required by the Company apply as nominee of the Company or jointly with the Company for any patent/copyright or similar protection for any such improvement invention or discovery in the India or in any other parts of the world and sign all such documents and do all such things as may be necessary or desirable for the purposes of obtaining patent or similar protection and vesting the same in the Company absolutely as sole beneficial owner or as the Company may direct

- 4.3. Decisions as to the patenting and exploitation of any such improvement invention or discovery shall be in the sole discretion of the Company and accordingly employee shall not (whether during or after the Employment) apply or join in applying for any patent, copyright, registered design, trade mark or other equivalent protection without the prior written approval of the Company.
- 4.4. The employee hereby irrevocably appoints the Company to be employee's attorney or agent in his/her name and on his/her behalf to execute sign and do all such instruments or things and generally to use his/her name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and with respect to any third party a certificate in writing signed by any Partner of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case
- 4.5. The Company will pay all expenses in connection with any application for any patents made by employee as nominee for or jointly with the Company pursuant to the provisions of this clause and may indemnify employee in respect of all liabilities in connection with or arising from such applications for Letters or Patents when granted.
- 4.6. The Company shall enjoy the exclusive and sole ownership of intellectual property rights and the rights for commercial exploitation of all work that may be undertaken or done by the Employee, whether individually or jointly with other, independently or in a group, including the right to all publications that may be published by the Employee based on the work being done in the Company in particular, during the period of your consultancy assignment or anytime thereafter. The Company's exclusive and sole ownership of intellectual property rights and the rights for its commercial exploitation shall extend to the whole world.

5 SOFTWARE COPYRIGHT

- 5.1 The employee must not copy or distribute, for his/her own use or for any other person or Company, software used or developed by the Company unless it is under the instruction of a competent authority of the Company. Breach of this clause may be treated as gross misconduct.
- 5.2 If the employee wishes to load software he/she must first get authorization from his/her Competent Authority and secondly take all reasonable precautions to ensure that the software neither corrupts nor destroys any existing software or data. The loading of any software must be done in conjunction with his/her Competent Authority who may advise any precautions to be taken. Any act of loading of any software without authorization and consultation with his/her Competent Authority may be treated as gross misconduct.
- 5.3 Employee agrees to fully adhere with internal cyber security policy for said purposes.

6 COMPUTER ACCESS

- 6.1. Employee is required to use the username and password provided to him/her to access the computer systems and shall not use the username and password of any other employee of Company or its affiliates. If employee attempts to use any part of the Company's computer system without authorization or attempt to enter any code name or password to gain access to any computer data in respect of which he/she are not authorized to have access to may be treated as having committed an act of gross misconduct.
- 6.2. Employee agrees to adhere with internal cyber security policy for said purposes.

7 COMMUNICATION ACCESS

- 7.1. The employee hereby agrees to allow the Company to gain access and retrieve the contents of messages (employee has received) for the purposes of monitoring, recording evidence of transactions, to find lost messages or to retrieve lost messages for Company's use and/or to assist in the investigation of unauthorized or wrongful acts (whether in accordance with the offences of misconduct or gross misconduct or some other wrongful act) and/or to comply with any legal obligation and employee shall take such steps as necessary to inform the recipient of such communication that the method of communication may be intercepted.
- 7.2. Communications shall include but not limited to telephone, e-mail, internet, intranet, fax, video/audio conferencing, chatting, texting, or any other electronic and printed communications, letters and internal memorandum or any other type of communication medium

8 COPYRIGHT AND REGISTRATION

- 8.1 If during the Employment, employee shall at any time whether during the course of his/her normal duties or of other duties specifically assigned to him/her (whether or not during normal working hours) either alone or in conjunction with any other person originate, conceive or write any design (whether register able or not) or other work in which copyright or design right may subsist or shall in any other circumstances during the Employment originate any such design or work which may be capable of being used or adapted for use directly or indirectly in the businesses or in connection therewith (except only those works originated, conceived or written wholly outside your normal working hours which are wholly unconnected with this appointment) employee shall forthwith disclose the same to the Company and shall hold them in trust for the Company until such rights shall be fully vested in the Company.
- 8.2 The employee hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights if any for the full term thereof throughout the world in respect of all copyright works and designs written originated conceived or made by him/her.
- 8.3 Further, it is agreed that the Company is fully authorized to institute such suits or proceedings and prosecute such persons as the Company may consider expedient against anyone, including employee, for recovery of damages, losses, loss of profits, penalty for infringement of any of its rights and to secure to the Company full technical assistance in such proceedings.

9 THIRD PARTY INFORMATION:-

Employee agrees, in addition, that the Company has received, and in the future will receive, from third parties confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of employment and thereafter, Employee agrees to hold such Information in strict confidence and shall not use for himself/herself or others or disclose or divulge to others including future employers, unless expressly authorized by an authorized executive officer of the Company in writing. By way of illustration but not limitation, "**Third Party Information**" includes but not limited to phone numbers, email ids, bank information, social security numbers and every other third party detail. Employee further agrees that he/she shall not use third party email ids and other contact details for any professional networking purposes by way of sending invitations to such email ids and other contact details to join his/her facebook, linkedin, twitter or/and every other social/professional networking site or by any other way for commercial purposes during the term of employment and for a term of 12 months after separation from the company.

Public Reference:

Employee agrees that he/she shall not include the name of the projects of the Company, client details, company pictures, company events, urls and other confidential or non confidential information in his/her curriculum vitae or on social profiles such as facebook, twitter, linkedin and every other such websites/blogs/forums/networking media.

Private Reference:

Employee agrees that he/she shall only use company name, designation and brief job role as approved by company in his/her curriculum vitae or on social profiles such as facebook, twitter, linkedin and every other such websites/blogs/forum/networking media.

10 WAIVER OF CLAIMS:-

Employee hereby waives any and all claims, of any nature whatsoever, which he/she now or may hereafter have for infringement of any Proprietary Rights assigned by him/her to the Company pursuant to this Employee Confidentiality Agreement.

11 NO IMPROPER USE OF MATERIALS:-

During employment with the Company, employee shall not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom employee has an obligation of confidentiality, and employee shall not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom employee has an obligation of confidentiality unless consented to in writing by that former employer or person.

12 NO CONFLICTING OBLIGATION, MISREPRESENTATION & FEEDBACK:-

Employee represents that his/her performance of all the terms of this Agreement and his/her performance of duties as an employee of the Company do not and shall not breach any agreement to keep in confidence information acquired by him/her in confidence or in trust prior to his/her employment by the Company. Employee has not entered into, and employee agrees that employee shall not enter into, any agreement either written or oral in conflict herewith. Employee further agrees that he/she shall not misrepresent in any manner, his/her title or the nature of his/her current role and responsibilities to any potential or future employer.

13 FEEDBACK

I clearly agree and acknowledge that If i choose to provide feedback on the Company which is visible to other users, i shall exercise due care while making comments and not make any comments that are not factual in nature and shall not post/publish/transmit defamatory or illegal or offensive/ obscene contents. Further, I clearly agree and acknowledge not to post/transmit/publish any statements against Company (in electronic or physical format) anonymously. Also, I clearly agree and acknowledge that I shall not carry out any activity on internet which may result in diminishing the value/utility of Company's electronic resources including but not limited to Company's website(s), blogs and every other online resources.

14 PRIOR INVENTIONS & INFORMATION: -

Inventions and information (if any), patented or unpatented, copyrighted or not copyrighted, which I made prior to the commencement of my employment with the Company shall be categorically and specifically excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth at **ANNEXURE—A** attached hereto a complete list of all inventions and information (i) that I have, alone or jointly with others, conceived, developed or reduced to practice prior to the commencement of my employment with the Company, (ii) that I consider to be my property or the property of third parties and (iii) that I wish to have excluded from the scope of this Agreement.

I therefore fully and unequivocally agree and acknowledge to indemnify the Company without any time limit against all costs, claims, demands, expenses and liabilities arising out of and/or in connection with any claim that services or information provided by me which infringe any third party intellectual property rights or any other legal rights whether within or outside India.

15 RETURN OF COMPANY DOCUMENTS:-

Employee agrees that when he/she leaves the employment of the Company, he/she shall deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, storage media, including software codes, documents and computer printouts, together with all copies thereof, and any other material containing or disclosing any Inventions and Third Party Information or Proprietary Information of the Company. He/she further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time without notice.

He/she agrees that he/she shall not retain copies, notes or abstracts of the confidential information in any form physically or digitally including but not limited to on secure web server, on email accounts, on FTP locations, on file sharing websites, on social networking sites and on blogs or on any online service provider company's server.

He/she also agrees to enter into Exit Non-Disclosure Agreement while leaving from the company.

16 LEGAL AND EQUITABLE REMEDIES: -

Because the services are personal and unique and because employee may have access to and may become acquainted with the confidential and proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement, and employee waives the claim or defense that the Company has an adequate remedy at law. Employee shall not, in any action or proceeding to enforce any of the provisions of this Agreement, assert the claim or defense that such an adequate remedy at law exists.

Primarily, this contract shall be governed by and interpreted in accordance with the law of India subject to Ahmedabad, Gujarat state Jurisdiction except as specified in last para of this clause and clause 16. In this context, the expression "law" takes within its fold statutory law, judicial decisional law and delegated legislation as well.

17 I.T.Act,2000:-

Employee also agrees for jurisdiction of Adjudicating Authority, Gandhinagar, Gujarat state or civil court of Ahmedabad jurisdiction, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of damages to company in relation to unauthorized computer access issues, data theft/misuse, cyber contraventions, security/confidentiality breaches and other information technology related violations.

18 ARBITRATION: -

All disputes arising in connection with this NDA shall be settled, if possible, by amicable negotiation of the parties. If the matter is not resolved by amicable negotiations within 10 (10) business days or such later date as may be unanimously agreed upon, then the dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Management of the Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Arbitration shall be held at Ahmedabad. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitrator will be required to make the award within two (2)

months of entering upon the reference unless the time is extended for justifiable reasons. The award rendered by the arbitrator shall be final, conclusive and binding on all parties to this Agreement and shall be subject to enforcement in any court of competent jurisdiction at Ahmedabad. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be as per the award.

19 NOTICES:-

Any notices required or permitted hereunder shall be given to the employee at the address specified below or at such other address as employee shall specify in writing or on his/her personal email id/facebook profile/linkedin profile/every other online identity. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing. The company may notify any future or prospective employer or third party in relation to this agreement and shall be entitled to full injunctive relief for any breach.

20 NO LICENSE:-

Nothing in this Agreement is intended to grant any rights to the Employee under any patent, copyright, trademark, database rights or other intellectual property right of the Company, nor shall this Agreement grant the Employee any rights in or to Confidential Information except as expressly set forth herein.

21 TERM & SURVIVAL

This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Employee.

22 SEVERABILITY

In the event of any term or terms of this Agreement being found by any court or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term or terms were absent upon the date of its execution.

In the event of violation of any of these conditions, the Employee shall be liable to compensate the Company, all losses and damages that may incur in the process. Both the parties agree to abide by this agreement in letter and spirit and also agree that the terms and conditions stated herein are applicable to the employee from the date of his/her joining services at Company.

This agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter herein and supersedes and merges all prior discussions between me and the Company. No modification or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, job description, salary or compensation shall not affect the validity or scope of this Agreement. This Agreement shall be binding upon my heirs, executors, administrators and other legal representatives and shall be for the benefit of the Company, its successors, and its assigns. I shall not assign any of my rights, or delegate any of my obligations, under this Agreement to anyone or to other assignee.

I agree to give my consent, which is not only free but also legal and voluntary in nature, for the purposes of entering into this contract.

I undertake that I have fulfilled all the applicable legal requirements and formalities, as envisaged by the different laws, rules, regulations, bye-laws, procedure and formalities.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTOOD ITS TERMS & CONDITIONS INCLUDING ANNEXURE-A. I HAVE RECEIVED COPY OF THE SAME.



Signature of the Company's authorized person:

(Ms. **Ankita Acharya** - Sr.HR Manager)



Signature of the Employee:

(Name: **Ravi Prajapati**)



Name of the witness1 with signature: _____

Name of the witness2 with signature: _____

Place: Ahmedabad, Gujarat.

ANNEXURE-A LIST OF PRIOR INVENTIONS & INFORMATION:-

Employee has not provided any details of prior inventions & information