

## **NON-DISCLOSURE AGREEMENT - CONFIDENTIAL**

This Non-Disclosure Agreement ("Agreement") is made effective from **20-Sep-2024** ("Effective Date"),

### **BY AND BETWEEN**

**TechChefz | TCZ Digital Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at N-161 Saira Tower, Ground Floor, Gautam Nagar, South Delhi, Delhi-110049 (hereinafter referred to as "Disclosing Party," which term shall mean and include its successors and assigns) of the FIRST PART;

### **AND**

**Rishav Rakesh Kashyap**\_\_\_\_\_, having PAN no. **FQQPK5246F**\_\_\_\_\_, residing at Lohegaon, Pune\_\_\_\_\_  
(hereinafter referred to as the "Receiving Party," which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include his legal heirs, executors, and administrators) of the SECOND PART.

**WHEREAS** the Receiving Party has been employed by the Disclosing Party as **Associate - Technology**\_\_\_\_\_ as per the employment agreement dated **19-Apr-2023**\_\_\_\_\_;

**WHEREAS**, in the course of his/her employment, the Receiving Party shall have access to information of a proprietary and confidential nature in connection with the operations and business of the Disclosing Party;

**AND WHEREAS**, the Disclosing Party desires to protect the confidentiality of the Confidential Information (as defined below) disclosed to the Receiving Party;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

### **1. Definitions**

**1.1 Confidential Information:** The term "Confidential Information" shall include, but is not limited to, all technical, financial, commercial, or other information related to the business or financial affairs, methods of operation or proposed methods of operation, accounts, transactions or products, proposed transactions or proposed products, security procedures, internal controls or computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques, systems, policies, procedures or personnel information of the Disclosing Party or any customer, client, business partner, alliance, or supplier of the Disclosing Party, whether disclosed orally, in writing, or otherwise.

## 2. Non-Compete

2.1 The Receiving Party agrees that during the term of his/her employment with the Disclosing Party and for a period of 1 year and 6 months following the end of such employment, the Receiving Party will not, without prior written consent, engage in any business or employment that is in direct or indirect client business, or competes directly or indirectly with the Disclosing Party. This clause shall not apply in the event if the employee is terminated by the Company under any circumstances.

## 3. Non-Solicitation

**3.1 Non-Solicitation of Customers:** The Receiving Party agrees that during the term of his/her employment and for a period of 1 year following the termination of such employment, he/she will not solicit or attempt to solicit, directly or indirectly, any business from any of the Disclosing Party's customers for the purposes of

- a) Gaining the business of such Customer, or providing such Customer with any products or services which are the same as or substantially similar to, or in competition with, the products or services sold by the Company at the time of the Employee's termination; or
- b) Advising any person not to do business with the Company, or interfering in any way with the business relationship between the Company and any Customer, contractor, supplier or any other person with whom the Company has a business relationship during the term of this Agreement.

**3.2 Non-Solicitation of Employees:** The Receiving Party agrees that during the term of his/her employment and for a period of 1 year following the termination of such employment, he/she will not, directly or indirectly, solicit, recruit, or encourage any employee of the Disclosing Party to leave their employment.

## 4. Confidentiality Obligations

The Receiving Party,

4.1 Agrees to hold all Confidential Information in strict confidence and to exercise a reasonable degree of care to prevent disclosure to others.

4.2 Will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the Disclosing Party.

4.3 Will not, directly or indirectly, disclose any Confidential Information without the prior written consent of the Disclosing Party.

4.4 Will ensure that no third party can obtain access to the Disclosing Party's Confidential Information without express permission under this Agreement.

4.5 Will not use the Confidential Information to transact or solicit business without the prior written consent of the Disclosing Party.

4.6 Will not reveal the contents nor the existence of this Agreement to any third party without the prior written consent of the Disclosing Party.

4.7 Shall not compile pieces of information from several sources and assemble them together in any manner to circumvent a violation of the confidential obligations stated herein or to attempt to demonstrate that any of the Confidential Information is in the public domain.

## **5. Notification of Unauthorized Disclosure**

5.1 The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information or any other breach of this Agreement and shall cooperate with the Disclosing Party in every reasonable way to regain possession of the Confidential Information and prevent further unauthorized use.

## **6. Return of Confidential Information**

6.1 Upon the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party shall return all Confidential Information received in written or tangible form, including copies, or reproduce or otherwise media containing such Confidential Information, within ten (10) days of such request.

## **7. Term of Agreement**

7.1 This Agreement shall remain valid during the subsistence of the Receiving Party's employment with the Disclosing Party. However, the obligation to maintain the confidentiality of Confidential Information shall survive in perpetuity, irrespective of the expiry or termination of this Agreement or the employment agreement executed between the Disclosing Party and the Receiving Party.

## **8. Destruction of Confidential Information**

8.1 Upon demand by the Disclosing Party or upon the termination or expiry of this Agreement, the Receiving Party shall, at the Disclosing Party's option, either return to such persons as the Disclosing Party may direct or destroy and erase from all computers, media, memory, and storage all the Confidential Information, including any copies, in the presence of the Disclosing Party's representatives. The Receiving Party shall provide a certificate attesting to such return or destruction of the Confidential Information upon the Disclosing Party's request.

## **9. No License**

9.1 Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information to the Receiving Party and its representatives. The Receiving Party shall obtain no title to any Confidential Information, and as between the Disclosing Party and the Receiving Party, the Disclosing Party retains all Confidential Information as the sole property of the Disclosing Party.

## **10. Non-Use of Third-Party Confidential Information**

10.1 The Receiving Party agrees that during his/her employment with the Disclosing Party, he/she will not improperly use, disclose, or induce the Disclosing Party to use any proprietary information or trade secrets of any former employer or other person or entity which the Receiving Party has an obligation to keep in confidence. The Receiving Party further agrees that he/she will not bring onto the Disclosing Party's premises or transfer onto the Disclosing Party's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Disclosing Party has been consented to in writing by such third party.

## **11. No Warranties**

11.1 The Disclosing Party makes no warranties, express, statutory, implied, or otherwise in relation to the Confidential Information, regarding sufficiency, accuracy, effectiveness, or performance of the information disclosed, including, but not limited to, any warranties regarding copyright, patent, trademark, or trade secret infringement that may arise from the use of such information.

11.2 All Confidential Information is provided "AS IS," and the Disclosing Party expressly disclaims any warranties, statutory, express, or implied, including any warranty of merchantability or fitness for any particular purpose.

## **12. Equitable Relief**

12.1 Notwithstanding anything stated herein, it is understood and agreed by the Parties that monetary damages would be an insufficient remedy for any breach by the Receiving Party of the confidentiality obligations contained herein and that without prejudice to the rights and remedies otherwise available to the Disclosing Party, the Disclosing Party shall be entitled to equitable relief by way of injunction, specific performance, or otherwise if the Receiving Party breaches any of the confidentiality obligations contained herein.

## **13. Dispute Resolution**

13.1 Any claims, disputes, and/or other matters in question between the Parties arising out of or relating to this Agreement, which are not resolved, shall be decided by arbitration by a sole arbitrator to be mutually decided by the Parties. Arbitration shall be conducted as per the provisions of The Arbitration and Conciliation Act, 1996, and its amendments. The arbitration shall be held in New Delhi and shall be conducted in the English language.

## **14. Governing Law and Jurisdiction**

14.1 This Agreement shall be governed by and construed in accordance with the laws of India, and the Parties hereby submit to the exclusive jurisdiction of the courts of New Delhi.

## 15. Waiver

15.1 The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

## 16. Survival

16.1 The provisions of this Agreement, which by their nature should survive, shall survive the termination of this Agreement.

## 17. Entire Agreement and Amendment

17.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, with respect to such subject matter. This Agreement may only be amended in writing signed by both Parties.


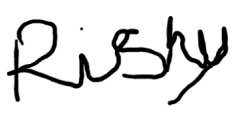
## 18. Severability

18.1 If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

## 19. No Assignment

19.1 The Receiving Party shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to these presents on the day and year first above written.

<b>For the Disclosing Party</b>  	<b>For the Receiving Party</b>  
<b>Name:</b> Ruchika Bhagat <b>Department:</b> Human Resource <b>Company:</b> TCZ Digital PVT. LTD <b>Date:</b> 20-Sep-2024	<b>Name:</b> Rishav Rakesh Kashyap <b>Designation:</b> Associate - Technology <b>Department:</b> -MERN <b>Date:</b> 20-Sep-2024