



## **Employee Non-Disclosure and Non-solicitation Agreement Obtained On Exit**

### **PART I: Confidential Information**

1. I acknowledge that Trianz: is the exclusive owner of its Confidential Information, which includes all information regardless of its form of recording, not in the public domain, relating to:
  - (i) Information on customers of Trianz: names, addresses, telephone numbers, contact persons, medical information, and banking information.
  - (ii) Proprietary and financial information of Trianz: prices, sales information, terms of contracts with discounts, costs, the names of the organization's suppliers and customers.
  - (iii) Trianz business methods, practices, strategies, and related information including marketing and advertising, and indices, techniques, and data retention methodologies by which Trianz maintains information regarding its clients.
  - (iv) All information regarding Trianz employees and its related human resources information, including employee manuals, interviewing techniques, and training manuals.
  - (v) Information received by Trianz from third persons to whom it owes a duty of confidence.
  - (vi) All secrets, trade secrets, know-how, ideas, and processes of Trianz.

### ***Proprietary right***

2. I acknowledge that all Confidential Information constitutes a proprietary right which Trianz and its affiliated organizations are entitled to protect.

### ***Non-disclosure***

3. I agree that upon closure of my employment with Trianz or at any time thereafter, I will not disclose any Confidential Information to any person, including any competitor of Trianz, or future employer of mine. I will not use the confidential information for any purpose other than those permitted by Trianz.
4. I agree upon closure of my employment with Trianz or at any time thereafter, I will not make copies, summaries, or extracts of Confidential Information, nor will I remove any Confidential Information from the place of business unless authorised by Trianz.
5. I agree upon closure of my employment with Trianz or at any time thereafter, I will not disclose any Confidential Information concerning Trianz or its affiliated corporations which could adversely affect the organization's image, reputation or value.

**Trianz Digital Consulting Pvt. Ltd.**



***Return employer's property***

6. I agree that upon closure of my employment with Trianz, to promptly deliver all memoranda, notes, records, reports, manuals, and any other hard copy documents or electronic data belonging to Trianz, or containing Confidential Information, including all copies of materials I may possess or have under my control.

**PART II: Non-solicitation**

***Non-solicitation of clients***

1. I agree for a period of twelve (12) months from the date of closure of my employment with Trianz not to directly or indirectly solicit competitive business from any client or customer of the organization, including any potential client of Trianz that was contacted, solicited, or served by me or about which I received confidential information while I was employed by Trianz, nor for the same period of time, will I perform services or accept any business competitive with that of Trianz, or getting into employment directly or indirectly with/from any of the customers and clients described above, which involves me performing similar functions or acting in a similar capacity as when employed with Trianz.

***Non-solicitation of other employees***

2. I agree for a period of twelve (12) months after leaving for any reason whatsoever, not to directly or indirectly recruit, solicit, or otherwise induce or attempt to induce any employee of Trianz to terminate his or her employment with the Company or otherwise to act contrary to the interests of Trianz.

**PART III: General Provisions**

***Necessary protections***

1. I acknowledge that the restrictions contained in this Agreement are necessary for the protection and goodwill of Trianz and I consider them to be reasonable for that purpose. I therefore agree that any breach of the terms of this Agreement is likely to cause Trianz substantial and irrevocable damage and irreparable harm. In the event of any such breach, I agree that Trianz, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive or marketing relief including interim or interlocutory relief, if demanded.

***Continuing obligations***

**Trianz Digital Consulting Pvt. Ltd.**

2nd Floor, Bldg #14 K Raheja Mindspace, Hitech City, Madhapur, Hyderabad, Telangana 500081. India.  
Ph: +91 40 4664 0000 | CIN: U72900KA2019FTC124891 | [www.trianz.com](http://www.trianz.com)



2. I agree that the provisions of this Schedule shall survive even post closure of my employment with Trianz.

**Severability**

3. In the event that any provision of this Agreement or part thereof shall be deemed void, invalid, illegal or unenforceable in whole or in part, the remaining provisions or parts shall remain in full force and effect.

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