

EMPLOYEE NON-DISCLOSURE AGREEMENT

THIS AGREEMENT has been entered into this day 11th January 2023.

BETWEEN

TECHVED, a Private Limited (hereinafter referred as the “**Company**”), a private limited company having its registered office at **101/201, Synergy Business Park, Goregaon (E), Mumbai-400 063.**

AND

Mr. Vijay Chauhan, S/o. Mr. Surya Chauhan, residing at Bhagwanpur, Langra Bazar, Langra, Deoria, Uttar Pradesh- 274182 collectively referred to as the “**Parties**” and individually as “**Party**”.

The Company has employed Mr. Vijay Chauhan from 10th October 2022 and this agreement is intended to protect the confidential information disclosed by the Company in the course of the said employment to Mr. Vijay Chauhan.

In consideration of the remuneration paid by the Company, the Employee hereto agrees as follows:

1. Definitions

Intellectual Property: Includes existing and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks and other confidential and/or proprietary information limited to that forming part of the subject matter of the agreement, and inclusive of all intellectual property that is the subject of ownership by Company arising out of the performance of this agreement and other business arrangements, inclusive of but not limited to any oral arrangement which Company may have entered into with the Party or other party.

Confidential Information: Confidential information means, trade secrets, knowhow, patents, utility models, formulations, processes/methods of preparation, test data, conducted in-house or through collaborative/venture efforts, inclusive of any and all improvements/modifications, alterations substantial or otherwise etc., that may have been effected to the said Confidential Information by Company. Also as used in this agreement, the term “Confidential Information” means (i) the terms and conditions of this Agreement inclusive of but not limited to any other prior confidential agreement whether explicit or implied by terms that is subsisting on the date of this agreement; (ii) Company’s business plans, strategies, methods and/or practices; (iii) any information relating to Company or its business that is not generally known to the public, including but not limited to information about Company’s Personnel, products, customers, marketing strategies, services or future business plans, and (iv) Process information defined as data/test data/reports/studies in-house or contracted/details/quantified steps/process details whether affixed on paper or transferred by way of oral or practical instruction with reference to any product which company may own or be associated with inclusive of other data that Company owns and is available/being used by Company with reference to its business/products/R&D efforts and general and specific information not limited to processes, machines, manufacturers, composition of matter, knowhow, methods, techniques, systems, software, documentation, data pertaining to the Company’s products, manufacture and sale of products envisaged by company’s knowhow or any other improved knowhow.

Employee: Employee means any individual who was or is an employee of Company whose status is permanent or contractual in nature on the date of commencement of the business by Company.

WHEREAS

a. Employee during his/her normal course of business has access to Intellectual Property and Confidential Information. b. The unauthorized disclosure by employee or ex-employee of the said intellectual property or confidential information could expose Company to irreparable harm in monetary terms as well as in terms of reputation and goodwill. c. Company thus wishes to safeguard against the wrongful or inadvertent disclosure of its intellectual property or confidential information.

1. **Acknowledgement of Confidentiality:** Employee hereby acknowledges that the intellectual property and/or confidential information are in the nature of confidential and proprietary information.
2. **Restrictions and Exceptions:** The Employee agrees to maintain the confidentiality of the Confidential Information and to prevent its unauthorized dissemination or use for a period of two (2) years from the date of last disclosure by the Company. Further, the Employee is restricted from writing anything against the Company on social platforms.
3. **Non-Disclosure:** Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/she shall not use, commercialize or disclose any confidential information or intellectual property to any person or entity for personal gain except under the terms of employment of the Company. The Employee shall protect the Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Employee uses to protect its own Confidential Information. The Employee shall limit its internal disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing his/her job responsibility. Further, Employee will have to refrain from adding Clients' name and project details on their profiles.
4. **Ownership of Confidential Information:** All Confidential Information and all materials delivered by the Company to the Employee will remain the property of the Company and no license or other rights in the Confidential Information are granted to the Employee by this Agreement or by the act of disclosure.
5. **Return of materials and documents:** Upon the written request of the Company, the Employee shall return (or erase/destroy) all materials that contains or embodies any Confidential Information of the Company. Return or destruction of such material shall not relieve the Employee of its obligations of confidentiality. Upon the request of the Company, the Employee will certify that it has complied with the provisions of this paragraph.
6. **Non-Solicitation:** For a period of two (2) years after the termination of this Agreement, the Employee shall not directly or indirectly hire or employ in any capacity or solicit the employment of or offer employment to or entice away or in any other manner persuade or attempt to persuade any of the Company's clients.
7. **Non-Compete:** Employee hereby agrees not to directly or indirectly compete with the Company's business and its successors and assigns during the term of the agreement and for a period of two (2) years following the expiration or termination of this contract and notwithstanding the cause or reason for termination.

- 8. Remedies for Breach of Confidentiality:** The Employee hereby acknowledges that any unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Company which could cause significant and irreparable financial harm. Accordingly, the Employee agrees that the Company shall have the right to seek and obtain injunctive relief from breaches of this Agreement in addition to any monetary damages and remedies it may have from a court of competent jurisdiction.
- 9. Termination:** This Agreement shall survive and remain in effect and expressly terminated in writing and signed by all Parties or until two (2) years from the date of termination of employment between the Company and the Employee.
- 10. General Provisions:** a. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications whether written or oral. b. This Agreement is expressly limited to its terms and may be modified or amended only by writing signed by both the parties. c. Violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof. d. Neither any rights or obligations hereunder may be transferred or assigned without the Company's written consent and any attempt to the contrary shall be void.
- 11. Severability:** In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.
- 12. Jurisdiction:** Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the Court of Mumbai (City, State).
- 13. Notice:** All notices and communications required or permitted under this agreement shall be in writing and any communication or delivery shall be deemed to have been duly made if actually delivered or after 15 days after mailing (via registered post).

IN WITNESS WHEREOF, the Parties hereto agree to the terms of this Agreement and have appended their signature hereunto on the dates respectively mentioned against the signatures.

Employee:

Mr. Vijay Chauhan (Signature)

Date: 11th January 2023

Place : Mumbai

Company:
For TECHVED Consulting India Private Limited.

(Authorized Signatory)