

CONFIDENTIAL AGREEMENT (EMPLOYMENT)

This Employment Confidentiality Agreement (the "Agreement") is made effective on [INSERT MONTH DAY YEAR] (the "Effective Date") by and between [INSERT NAME OF EMPLOYER](the "Employer"), a duly registered company following the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE] with its main office at [INSERT COMPLETE EMPLOYER ADDRESS], and [INSERT NAME OF EMPLOYEE](the "Employee"), a [INSERT DETAILS] individual residing in [INSERT COMPLETE EMPLOYEE ADDRESS].

Whereas, Employer is considering to hire Employee, who has diligently applied for [INSERT JOB POSITION] (the "Job Title"), for such Job Title that requires an individual to maintain confidentiality at work.

Now, therefore, in consideration with the foregoing, Employee hereby adheres to the following terms and conditions:

1. Confidential Information

The term "Confidential Information" under this Agreement shall mean any and all data, information, and/or material that is owned by Employer relative to employment duties that Employee is obliged to perform in accordance with a separate Employment Agreement. Such data, information, and/or material may include, but without limitation, an Employer's trade secrets, sales and/or profit figures, list of customers, business dealings and/or relationships with contractors, customers, and suppliers, opportunities for new or progressing business, documents, files, drawings, product specifications, hardware and software, disks, research, ideas, business processes and/or practices.

2. Protection of Confidential Information

Employee hereby concedes and understands that the Confidential Information has been procured by Employer through its efforts, time, creativity, and expense and that such Confidential Information is a valuable asset of Employer to which such party holds such significant advantage. That said, the Confidential Information, as defined in this Agreement, shall be protected from any type of improper disclosure.

3. Agreement of Non-Disclosure

a. As the undersigned, Employee hereby acknowledges that, with respect to his performance of his employment duties pursuant to a separate Employment Agreement, Employer may provide Employee access to any and all Confidential Information pertaining to the Employer and that he shall not have the authority, power and/or right to disclose any of such Confidential Information to any other person and/or entity unless otherwise stated by Employer to do so as a requirement to perform his duties to Employer or as a requirement of any applicable law;

b. Any other trade and/or generally known information that is provided in the public domain of Employer obtained by Employee completely independent of his duties and responsibilities under the separate Employment Agreement shall not be recognized as confidential under this Agreement

4. Return of Confidential Information

a. While still employed by Employer or afterward, Employee shall not have the authority, power and/or right to remove or to copy any of the Confidential Information or to aid another person and/or entity in doing so, without any permission from Employer, other than what is necessary for the performance of Employee of his duties and responsibilities as an employee of Employer;

b. Following the termination of the separate Employment Agreement, or at any time Employer demands from Employee, Employee shall promptly return any and all Confidential Information in his hands to Employer relative to his duties and responsibilities to the latter party.

5. Right to Injunction

In addition to the access to Confidential Information provided by Employer inclusive of his employment, Employee hereby concedes and commits to be in a position of trust and confidence with fellow employees, contractors, and customers of Employer. In the event that Employee threatens to or commits a breach of any term and/or condition under this Agreement, Employer shall bolster irreparable harm and/or damage with Employee being entitled to obtain an injunction in order to stop any occurrence of such breach or any threatened breach of this Agreement.

6. Limited License to Use Confidential Information

a. Employee shall not have the right to obtain intellectual property rights on the Confidential Information of Employer except the limited right to use such set forth in the prior terms and conditions;

b. Employee further adheres to and acknowledges that the Confidential Information and any other relevant copyrights and intellectual property rights thereof, shall, at all times, be owned by Employer and as compared to Employee relative to his suggestions, comments, and/or ideas incorporated into the Confidential Information and/or related materials thereof, the ownership of Employer shall sustain during the term of this Agreement.

7. No Warranty

- a. Employee hereby agrees that the Confidential Information he has accessed to or is provided by Employer is on an "as is" basis;
- b. Employer makes no warranties, either express or implied, relative to the Confidential Information defined in this Agreement and further disclaims, expressly, any and all implied warranties of merchantability and/or fitness for a specific reason or cause;
- c. In no event shall Employer be liable for any direct, indirect, and/or consequential damages in relation to or as a result of the performance or usage of Employee of any portion of the Confidential Information;
- d. Employer does not represent and/or warrant any product or business plans given access to Employee to be marketed or carried out as disclosed;
- e. Any and all actions executed by Employee as response to the disclosure of the Confidential Information defined in this Agreement shall be solely at the expense and risk of Employee.

8. General Provisions

a. Reasonableness of Terms

Employee, having signed this Agreement, hereby recognize and consent that all the restrictions procured in this Agreement are of reasonable purposes and are necessary to protect Employer and its Confidential Information.

b. Survivability

This Agreement shall survive the termination of the separate Employment Agreement between Employer and Employee, with or without reason and/or cause, and shall bind the aforementioned parties, particularly Employee, for a period of [INSERT NUMBER/PERIOD](if applicable).

c. Entire Agreement

This Agreement shall be construed as the complete and exclusive agreement between Employer and Employee with respect to the subject matter of this Agreement thereof. This Agreement shall supersede any other prior written and/or oral arrangements, understanding, and/or agreements between the aforementioned parties. The terms and conditions of this Agreement shall remain in full force and effect as of the Effective Date of this Agreement.

d. Successors and Assigns

The rights and/or obligations of Employer and Employee under this Agreement shall not be assigned, conveyed, and/or transferred to any third party entity. This Agreement shall be binding upon Employee and his personal representatives and successors in interest, and shall inure to the benefit of Employer, its heirs, successors, and assigns.

e. Notices

All notices and any form of communication between Employer and Employee shall be procured and/or provided in writing and shall be delivered to the receiving party either in person or by mail if and when Employee is designated away from Employer's address. Any delivery of such notices and forms of communication between the aforementioned parties shall be done to the addresses indicated at the beginning of this Agreement or to any other specifications by either Employer or Employee designated in writing.

f. Modification

Any modification or change to any term and/or condition of this Agreement shall be considered valid only when provided in writing and duly signed by either Employer or Employee whom such modification or change is sought to be enforced.

g. Waiver

If, at any time, either Employer or Employee waives any term and/or condition under this Agreement, then such waiver shall be effective only for a specific circumstance and/or purpose to which such waiver was provided for. Any delay and/or failure, of either of the aforementioned parties, to exercise any of its rights or remedies under this Agreement, such party shall retain the right to enforce such term and/or condition at a later time.

h. Severability

In the event that any court of competent jurisdiction figures that any term and/or condition under this Agreement is deemed unenforceable or invalid, the invalidity of such term and/or condition shall not affect any of the remaining valid terms and conditions of this Agreement and such invalid term and/or condition shall be modified, amended, or limited only to the extent that is necessary to make it valid and enforceable.

i.. Settlement of Disputes, Governing Law & Arbitration

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be

made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.

4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

k. Additional Instruments

Any additional documents and materials attached hereto in this Agreement shall be indicated and/or marked as "confidential" before being given to a third party entity. Note all the attached additional instruments by listing the names and the dates at which such instruments have been attached to this Agreement.

Signed on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR].

EMPLOYER

Authorized Signature

Employee Name in Print

EMPLOYEE

Authorized Signature

Employee Name in Print