**Confidentiality and Non Solicitation Agreement**

**And**

2) Tech Logic Unit II , having registered office at at No.36, P.I.D. No. 36-139-63, 2nd Main, Ranganathpura, Bangalore 560079. hereafter referred as You who is in contract with The **COMPANY**,

In consideration of being in contract with **COMPANY**, you hereby agree and acknowledge the following:

**Confidential Information**

You agree at all times during your term of contract/ service agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of The Company, or to disclose to any person, firm or corporation without written authorization from The Company, any Confidential Information of The Company. You understand that

“Confidential Information” means all information, in any form, provided or made available directly or indirectly by any individual related to **COMPANY** to the other, whether or not designated “Confidential Information.” Similarly you understand that

"Confidential Information" means The Company’s any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists, employee list, markets, software, developments, inventions, processes, formulas, technology, designs, specifications, passwords, documents, correspondence, software, documentation, data, materials and work products produced by either party drawings, source codes, engineering, hardware configuration information, marketing, finances, operations, affairs, financial affairs, businesses, intellectual property, any relations of M3bi India with its employees and service providers or other information or data stored on magnetic media or otherwise or communicated orally, or learned or obtained, received, transmitted, processed, stored, archived or maintained by any entity related to The Company or other business information disclosed to him/ her by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, samples, models, computer programs or other instruments.

“Confidential information” also includes all inventions, original works of authorship, developments, concepts, improvements, and trade secrets which he/she may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time he/she is in the employment of The Company, excepting only such items which are expressly exempt from assignment to The Company pursuant to any law in force.

Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act of his/her or of others who were under confidentiality obligations as to the items involved; OR already known to the receiving party free of any restriction at the time it is obtained from the other party; OR Subsequently learned from an independent third party free of any restrictions and without breach of any agreements.

**Returning Company Documents**

If either The Company or you decide not to proceed with the potential position of contract / service agreement or if asked by The Company, you will promptly return all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to The Company’s business, or in any way obtained by him /her during the course of employment. He/she further agrees that he shall not retain copies, notes or abstracts of the foregoing.You will hold in confidence and not possess or use or disclose any Confidential Information.

**Former Client Information**

You agree that you will not, during the term of contract / service agreement with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that you shall not bring onto the premises of The Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

**Third Party Information**

You recognize that The Company has received and in the future will receive from third parties, including, any of the group companies, actual or potential customers or vendors of the Company, confidential or proprietary information, to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company's agreement with such third party. You will promptly notify The Company of any unauthorized release of Confidential Information or in case of security incident or breach of any policy.

**Solicitation of Employees**

You agree that during the term of contract / service agreement and thereafter immediately following the termination of contract / service agreement with The Company for any reason, whether with or without cause, you shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of The Company, either for yourself or for any other person or entity.

**Non-Solicitation and Non-Compete**

You agree that during the term of contract / service agreement and thereafter, you will not directly or indirectly perform or solicit the performance of consulting or data processing services, or solicit for employment, with the company's clients or those clients' clients, without the express written consent of The Company.

**Injunctive Relief**

You agree and understand that money damages would not be a sufficient remedy for breach of this agreement by you and that effective enforcement of this agreement requires that the remedies available for any breach by you must include specific performance and/or injunctive relief. Such remedies shall not be deemed to be the exclusive remedy for any such breach but shall be in addition to all other remedies available to The Company or You or in equity under the governing law.

You understand that this statement does not obligate The Company to disclose any information or negotiate or enter into any agreement or relationship. You acknowledge and agree that due to the unique nature of the Confidential Information, any breach of this agreement would cause irreparable harm to The Company for which damages are not an adequate remedy and that The Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India. If there is any conflict, the law of India shall prevail. This Agreement is governed by the laws of India and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.

The terms of this Agreement will remain in effect with respect to any particular Confidential Information until you can document that it falls into one of the exceptions stated above.

The Company may notify any of your future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

Unless the context clearly requires otherwise, (a) "shall," "will," and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" and "including" are not limiting. The singular includes the plural and vice versa and words importing a gender includes other genders.

In any litigation or other proceeding by which either of a Party i.e. You or The Company seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded reasonable attorney fees, together with any costs and expenses, incurred to resolve the dispute and to enforce the final judgment. Any dispute arising from the relationship between the Parties to this Agreement shall be under the jurisdiction of the courts of India.

This Agreement will inure to the benefit of and be binding on the successors and assigns of the parties hereto.

The undersigned hereby agrees to the foregoing terms, and acknowledges that the terms of the contract / service agreement with The Company are incorporated herein by this reference. Handwritten amendments to this Agreement shall not be valid to alter the terms or conditions of this Agreement and will not be binding on the parties hereto.

**COMPANY**  For Tech Logic Unit II

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Jagadish Kumar. M

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: Director-Marketing