



GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED

Biharshrif, Bihar, 803101

Non-Disclosure, Non- Compete & Confidentiality Agreement

The Non-Disclosure, Non- Compete & Confidentiality Agreement is entered into between "GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED" hereinafter referred to as the 'Employer' and "Lakshay Dhoundiyal" Hereinafter known as the 'Employee' on 28/03/22.

CONFIDENTIALITY OF TRADE SERVICES

- Employee shall not, at any time, either during or subsequent to the term of his/her employment with the company in any fashion or manner, either directly or indirectly, unless expressly consented to in writing by company's Director or required by a Court of Law to do so, use, divulge, disclose or communicate to any person or entity any confidential information and material as well as Proprietary information of the company.

- For the purpose of this article hereto:

'Confidential information and material' shall mean and include all such information and material which Company is under an obligation, either contractually including as a matter of its own policy or under the laws, rules and regulations in operation in the Republic of India or any other country, to keep confidential and secret, and whose disclosure may harm the reputation, profit, business, goodwill of the company and whose disclosure may be permitted in writing subject only to compliance with certain terms and conditions specified by the Company.

'Proprietary Information' shall mean and include trade secrets, business know-how, information relating to accounting, cost, employment and development, marketing strategies, sales, current and future service and product specifications and service/product/business plans including service/product features, capability and applications, technology (whether patented or not), systems, tools and techniques, technical and /or business know-how and processes, hardware and software design details, circuits, software, source code, object code and other similar items belonging to Company or to other person(s) including firm(s), association(s), group(s), company(is) inter alia with whom Company has a business relationship.

- Further, the Employee shall not divulge, disclose or communicate to any person or entity remuneration paid to him/her or any other employees and or independent contractors and other terms of their employment of contractual relationship, or any other confidentiality information of, about or

concerning the business of Company, its manner of operations, or other data of any kind, nature of description.

- Employee further covenants, agrees and undertakes that all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to the business of Company, that he/she may prepare, use, construct, observe, possess or control, shall be and shall remain Company's sole property.
- Employee further covenants, agrees and undertakes that all the business procured or managed by him/ her during his/her employment with the Company is and shall remain the permanent and exclusive property of Company. Any negative, adverse and mollified interference with Company business, property, Confidential information and material, Proprietary information, trade secrets, clients, customer, employees or independent contractors by Employee detrimental to the Company's interest or any of Company's agents during or after the term of Employee's employment shall be treated and acknowledged by the parties as a material breach of this Agreement.
- It is further included that any employee in direct contact with external parties shall restrict their communications with the external parties to company mandated communication channels. This covers all social media channels, emails or any other form of interaction with the external parties. Employees are explicitly requested to obtain written permission from their reporting manager before contacting customers or vendors through non-official channels. Failure to do so would attract strict actions against the employee. Also employee in direct won't pitch our clients outside the work on their own.

NON-SOLICITATION:

Employee hereby further covenants, agrees, undertakes and acknowledges that he/she shall be exposed to a significant amount of Confidential information and material concerning the Company's business methods, operations and customers during his/her employment with the Company and, that such information might be retained by him/her in tangible form or simply retained in his/her memory and, that the protection of the company's exclusive rights to such confidential information and trade secrets can best be ensured by means of reasonable restriction on his/her activities after termination of employment. Therefore, the parties agree that for a period of two years following the termination of employment of the Employee, whether voluntary or involuntary and with or without cause, the Employee shall not solicit, divert or initiate any contract with, or attempt to solicit, divert or initiate any contact with, any customer, client, independent contractor or employee including market competitors, of the Company, for any commercial or business reason whatsoever.

It is further acknowledged and agreed that following termination of the employee's employment with **GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED** for any reason the employee shall not hire or attempt to hire any current employees of **GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED**.

It is further acknowledged and agreed that following termination of the employee's employment with **GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED** for any reason the employee shall not solicit business from current clients or clients who have retained **GUEST BLOGGING TECHNOLOGY PRIVATE LIMITED** in the 6-month period immediately preceding the employee's termination.

Non-Compete

Employee hereby agrees to not be associated in any capacity be it economic or non economic with other organizations during their course of employment with the Employer, unless expressly approved by the management. Leakage of Employer's proprietary business information and creative materials will qualify as grounds for immediate termination of employee from the organization along with recovery of any damage caused to the employer due to such incidents.

Furthermore, employee agrees not to work post their resignation with any organization operating in the same business domain for a period of minimum 1 year.

Severe legal actions will be taken against employees found in contravention of the above mentioned provisions.

CONDUCT:

Employee further covenants and agrees and undertakes that prior and subsequent to his/her termination date, if any, he/she shall not attempt to, in any manner:

- Adversely or prejudicially interfere with any Company's business.
- Adversely or prejudicially interfere in any manner with any of Company's employees or independent contractors including market contractor.
- Use any Company's trade secrets, including but not limited to its customer lists, or other property, except in the best interests of the Company.
- Withhold any premiums, deposits or any other form of payments, applications, financial or confidential information of the Company's clients or customers.

Injunctive Relief:

Employee further covenants, agrees and undertakes that any violation of this agreement pertaining to trade Secrets, Non-Solicitation, Non-Compete and conduct will cause damage

to Company in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Company may be entitled, the parties agree that Company shall be entitled to temporary or permanent injunctive relief for any breach or threatened breach by the employee of the terms of this agreement without proof of actual damages that have been or may be caused to Company because of such breach.

Severability clause

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

The parties accept that they understand the conditions of this Agreement and accept to adhere to it.

A handwritten signature in black ink, appearing to read 'Lakshay', with a long horizontal line extending from the end of the signature.

To be signed by employee

Name: Lakshay Dhoundiyal

Signature: