

EMPLOYEE NON-DISCLOSURE AGREEMENT (India)

As a condition of my employment with _____ [insert name of employer], a company incorporated in _____, India, under the Companies Act 1956 (the "Company"), and in consideration of the compensation now and hereafter paid to me by the Company, I, _____ [insert name], the undersigned employee, do hereby agree as follows:

1. *General.* At all times during my employment, I will devote my best efforts to furthering the interests of the Company, and I will not engage in any activity that:

- (a) directly or indirectly conflicts or competes with the Company business,
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties, or
- (c) interferes with the independent exercise of my judgement in the Company's best interests.

As used herein, the "Company business" means _____ [describe].

2. *Ownership of Confidential and Proprietary Information.* I hereby acknowledge that the Company is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, software, operating systems, internet websites or e-commerce solutions, books, hardware and information with respect to all aspects of the Company business used by me in the course of my employment with the Company. I acknowledge and agree that I shall not in any manner whatsoever, represent or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this Agreement, all confidential or proprietary information belonging to and/or in possession of the Company, which is received, accessed, and/or used by me during the course of my employment with the Company, shall include, without limitation, confidential or proprietary information received from the Company, its customers or any entity in which the Company holds or controls more than 50% of the equity stock thereof and/or is entitled to vote for the election of directors.

3. *Non-Disclosure.* At all times, during my employment and thereafter, I will not disclose to anyone outside the Company nor use for any purpose other than for the performance of my duties for the Company:

- (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers,
- (b) any information the Company has received from others which the Company is obligated to treat as confidential or proprietary, or
- (c) any confidential or proprietary information which is circulated within the Company via written memorandum, internal electronic mail, intranet or otherwise.