

EMPLOYEES NON-DISCLOSURE & NON-COMPETE AGREEMENT

This EMPLOYEES NON-DISCLOSURE & NON-COMPETE AGREEMENT has been entered into this day of..... 20....

BETWEEN

Ezee law solutions., an Indian firm having its registered offices at (hereinafter called " Ezee ls" which expression unless repugnant to the context shall mean and include its subsidiaries, and its successors and assigns)

AND

....., an Employee of Ezee ls and residing at....., (hereinafter referred to as "Employee" which expression unless repugnant to the context shall include all beneficiaries of the said employee)

1. Definitions

Product: shall mean the final preparation known to Ezee ls as inclusive of all modifications/improvements etc. Ezee ls shall be the final authority to decide the identity of the said product.

Confidential Information: means the recipe/method of preparation/formulation of the product known as, inclusive of any and all improvements/modifications by way of additives, garnishments, preservatives etc., that may have been effected to the recipe/ formulation either by Ezee ls or pursuant to agreement with Ezee ls. 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 confidentiality agreement whether explicit or implied, that is subsisting on the date of this agreement; (ii) Ezee ls's trade secrets, business plans, strategies, methods and/ or practices; and (iii) any other information relating to Ezee ls or its business that is not generally known to the public, including but not limited to information about Ezee ls's personnel, products, customers, marketing strategies, services or future business plans.

Employee: means any individual who was or is an employee of Ezee ls whose status is permanent or contractual in nature on the date of commencement of the manufacture by Ezee ls its venture partners or its subsidiaries or beneficiaries or by of the product referred to as

WHEREAS,

- a. Employee during his/her normal course of business has access to the Confidential Information/preparation known as in either its disembodied form or in the form of the final preparation. Ezee ls treats this preparation as being in the nature of Confidential Information.
- b. The unauthorised disclosure by employees or ex-employees of the said Confidential Information could expose Ezee ls to irreparable harm in monetary terms as well as in terms of reputation and goodwill.
- c Ezee ls thus wishes to safe guard against the wrongful or inadvertent disclosure of its recipe/ formulation/preparation.

2. Acknowledgement of Confidentiality

..... hereby acknowledges that the recipe and formulation for the product are in the nature of confidential and proprietary information.

3. Agreement not to Disclose

- a. Employee hereby agrees that he/she shall hold in confidence and hereby agrees that he/ she shall not use, commercialize or disclose except under terms of employment of Ezee ls, any Confidential Information to any person or entity,

or else under provision governed by this memorandum except as Ezee Is . may approve in writing.

b. Even upon assignment of the Recipe and or formulation to Ezee Is, employee undertakes to use at least the same degree of care in safeguarding the Confidential Information as he/she uses or would use in safeguarding his/her own Confidential Information, and shall take all steps necessary to protect the Confidential information from unauthorized or inadvertent disclosure.

4. Remedies for Breach of Confidentiality

Employee agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to Ezee Is. which will not be adequately compensable in monetary damages, that Ezee Is. will have no adequate remedy at law therefor, and that Ezee Is. may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect Alpha Co. against, or on account of, any breach by the employee/ex-employee of the provisions contained herein, and employee agrees to reimburse the reasonable legal fees and other costs incurred by Ezee Is. in enforcing the provisions of the proposed transaction.

5. Non-compete

Employee inclusive of his/ her direct beneficiaries in business, interest and title in recognition of the transfer of Confidential and Proprietary Information to Ezee Is. hereby agrees not to directly or indirectly compete with the business of Ezee Is. and its successors and assigns during the term of the agreement and for a period of five years following the expiration or termination of this contract and notwithstanding the cause or reason for termination.

6. Jurisdiction

Any action arising out of or pertaining to this agreement shall be initiated and maintained in a court of competent jurisdiction at the High Court of at(place).

7. General Provision

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 parties.

c. Neither this Agreement nor any rights or obligations inherent in Ezee Is Confidential Information, know-how, trade secrets and other property and intellectual property hereunder may be transferred or assigned without Ezee Is's written consent respectively. Any attempt to the contrary shall be void.

8. Severability

The provisions of this agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. The parties hereto consider the restrictions contained to be reasonable as to protect Ezee Is's Co. interests and rights.

9. Force Majeure

Neither party will be responsible for any failure to perform its obligations under this agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

10. 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 days after mailing, if mailed by registered post addressed

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above their duly authorised representatives.
Ezee Is.

.....
Address:.....
Dated.....
Employee
Address.....
Dated.....
Witness:
Witness: