# **Employee Confidentiality and Non-Disclosure Agreement**

## 1. Company's Trade Secrets

In the performance of Employee's job duties with Company Fourth Dimension Technologies Pvt Ltd, Employee will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

(a) Technical information concerning Company's products and services,

(b) Information concerning Company's business, including cost information, profits, sales information, accounting, business plans, marketing methods, purchasing techniques, and advertising strategies;

(c) Information concerning Company's employees, including salaries, strengths, weaknesses and skills;

(d) Information submitted by Company's customers, suppliers, employees, consultants or coventure partners with Company for study, evaluation or use; and

(e) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Company's business.

## 2. Internal confidential Information

Employee may have access to confidential information about company's other employees. This includes, but is not limited to: social security or PAN numbers, visa status, salaries, bonuses, credit card information, tax information, expenses, etc. Employee will not disclose such information to other company employees or outside entities for any reason without prior written consent from the Employer.

#### 3. Nondisclosure of Trade Secrets and Internal Confidential Information

Employee shall keep Company's Confidential Information, whether or not prepared or developed by Employee, in the strictest confidence. Employee will not disclose such information to anyone outside Company without Company's prior written consent. Nor will Employee make use of any Confidential Information for Employee's own purposes. However, Employee shall have no obligation to treat as confidential any information which is or becomes lawfully available to Employee from a source other than Company.

# 4. Return of Materials

When Employee's employment with Company ends, for whatever reason, Employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Employee will also return to Company all equipment, files, software programs and other personal property belonging to Company.

# 5. Confidentiality Obligation Survives Employment

Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after Employee's employment with Company ends and continues for so long as such Confidential Information remains a trade secret.

#### 6. General Provisions

Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain, and therefore Employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.

## 7. Signatures

Employee has carefully read all of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect Company's interests.