

## **EMPLOYEE NON-DISCLOSURE AGREEMENT**

This is ARTICLE OF AGREEMENT has been made at Vadodara on the day of **December, 22 2008** and shall be applicable with effect from **December, 22 2008** between **VCAN Technologies Private Limited** having its registered office at **405, Silver Line, Opp. BBC Tower, Sayajigunj, Vadodara 390 005** (herein referred to as the "EMPLOYER") being the party of the first part. and **<EMPLOYEE NAME>** having permanent residence at **(EMPLOYEE ADDRESS)**. (hereinafter referred to as the "CONTRACTUAL EMPLOYEE") with being the party of the Second Part.

In consideration of employment by Company and disclosure by Company of confidential and trade secret information, the undersigned Employee hereby covenants and agrees as follows :

### **1. CONFIDENTIALITY**

Employee acknowledges that in the course of Employee's employment by Company, Employee will be exposed to valuable confidential and trade secret information of Company. Employee agrees to treat all such information as confidential and to take all necessary precautions against disclosure of such information to third parties during and after the term of this Agreement.

Employee acknowledges that trade secrets of the Company will consist of but will not be necessarily limited to :

- a) Technical Information : Methods, processes, formula, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- b) Business Information : Customer lists, sources of supply, merchandising systems or plans.

Employee understands that this Agreement does not and will not prevent him/her from working for any other Company subsequent to the termination of his/her employment with the Company as long as the Employee does not use or disclose any such confidential and proprietary information.

**2. ENFORCEMENT**

The Employee agrees that if he/she commits a breach of any of the provisions of this Agreement, the Company shall have the right to enforce this Agreement in any court having equity jurisdiction. Employee acknowledges and agrees that any such breach of this Agreement will cause irreparable injury to the Company and that money damages will not provide an adequate remedy to the Company. In addition, that Company shall have any other rights and remedies available at law or in equity.

**3. INDEMNIFICATION**

Employee agrees **Not to carry software as well as source code of the system, outside the company premises** and to pay liquidated damages in the amount for any violation of the covenant not to disclose confidential information contained in this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

**COMPANY:**

**EMPLOYEE:**

**For VCAN Technologies Private Limited**

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**Director Name  
(Director)**

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**EMPLOYEE NAME  
(Designation)**