



சுமீட்டர் மில்லநாடு TAMILNADU

ALLZONE MANAGEMENT
SOLUTIONS P. LTD.
85, 3rd Street,
Kamdar Nagar, Nungambakam,
Chennai-600 034.
10/12/2021

CL 615430
R.SUNDARABABU
STAMP VENDOR
LIC NO. 1090/B4/CH(C)/2021
Mylapore, Chennai - 600 004
Phone: 9840909179, 9952986894

Confidentiality Non-compete, non-disclosure, non-solicit and Indemnity

This Agreement entered into between:

Ms. K. Varalakshmi, D/o. T. Kumaraguru with Emp. No. AMSC1008 and holding Senior Process Associate as her designation is Presently residing at No. 212, E - Block, 2nd Floor, Akshaya Republic, Kovur, Chennai - 600128. (Hereinafter called the "Employee")

And Allzone Management Solutions, a company incorporated under the Indian Companies Act, 1956, having its Registered Office at 85, 3rd Street, Kamdar Nagar, Nungambakkam, Chennai - 600 034 on this day of 14th February 2022.

During the Employee's employment or continued employment by Allzone Management Solutions (hereinafter called the Company), the Employee will have access to the Confidential Information (as defined hereunder) of the Company. ie, The Employee acknowledges the proprietary nature of the Confidential Information and hereby agree as follows:

K. Varalakshmi
8/3/22

I. **Non- Compete:**

For the purpose of protecting the proprietary nature of the Confidential Information, the Employee hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of three years following termination/resignation of employment and notwithstanding the cause or reason for termination/resignation.

The term "non compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or be an Employee in a business substantially similar to or competitive with the present business of the Company or such other business activity in which the Company may engage.

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

Non-Disclosure:

1. For the purposes of this Agreement, Confidential Information shall include but not be limited to:
 - a) Technical information: methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, tools, servers, FTP servers, user names, passwords, medical billing functions and research projects and any other record or information relating to the present or future business, product, or service of the Company.
 - b) Business information: Customer lists, customer's confidential information, information on doctor's practice, and patient's personal health information, service strategies, sources of supply.
2. The Employee agrees that he/she shall not during, or at any time after the termination/resignation of his/her employment, use for him/herself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. The Employee further agrees and acknowledges that all right, title and interest in and to the Confidential Information shall belong to the Company.
4. That upon the termination/resignation of the employment:
 - a) The Employee shall return to Allzone Management Solutions all documents and property of the Company, including but not necessarily limited to: reports, manuals, correspondence, customer lists, computer programs, software, tools, user names, passwords, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by the Employee during the course of employment. The Employee further agrees that he/she shall not retain copies, notes or abstracts of the foregoing all of which he/she recognizes to be the sole property of the Company.

Jc. Obachukwu
8/3/22

This Agreement contains the entire and only agreement between the Employee and the Company respecting the subject matter hereof and supersedes all prior agreements and understandings between them as to the subject matter hereof; and no modification shall be binding upon the Employee or the Company unless made in writing and signed by the Employee and an authorized officer of the Company.

The Employee's obligations under this agreement shall survive the termination/resignation of his/her employment with Allzone Management Solutions regardless of the manner of or reasons for such termination/resignation, and regardless of whether such termination/resignation constitutes a breach of this Agreement or of any other agreement the Employee may have with Allzone Management Solutions.

If any provisions of this Agreement are held or deemed unenforceable or too broad to permit enforcement of such provision to its full extent, then such provision shall be enforced to the maximum extent permitted by law. If any of the provisions of this Agreement shall be construed to be illegal or invalid, the validity of any other provision hereof shall not be affected thereby.

This Agreement shall be governed and construed according to the laws of India, and shall be deemed to be effective as of the first day of the employment.

Any claim or dispute arising out of or related to this agreement or its interpretation shall be brought in a Chennai court of competent jurisdiction.

This agreement shall be binding upon the Employee and his/her personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

BY SIGNING THIS AGREEMENT, THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT HE/SHE AGREES TO BE FULLY BOUND BY THE SAME.

Employee:

Jc. Vaealaluhii

Date:

8/3/22