



தமிழ்நாடு தமில்நாடு TAMILNADU

13/05/2022

ALLZONE MANAGEMENT SOLUTIONS PVT. LTD.
85, 3rd Street, Kamdar Nagar,
Nungambakkam, Chennai - 600 034.
Phone : 044 - 42138535 / 45036062

CN 701153
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:

Mr. Ajay, S/o. N. Saravanan (Late) with **Emp. No. AMSC2438** and holding **Process Associate** as his designation is **Presently** residing at No. 14/3, Marketparam, 2nd Street, New Washermenpet, Tondiarpet, Chennai - 600081. (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 **5th July 2023**.

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:

Ajay
15/7/2023

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 shall not during, or at any time after the termination/resignation of his employment, use for himself 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 shall not retain copies, notes or abstracts of the foregoing all of which he recognizes to be the sole property of the Company.

- b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

Notwithstanding the foregoing, the term Confidential Information shall not apply to information that the Company has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

II. Non-Solicit:

The Employee understands that the Company is a profit organization which must work in a competitive environment and is entitled to limit reasonably an Employee's unfair competition following the end of the Employee's employment. As a result, the Employee agrees as follows:

- a) that for a period of 36 months after resignation or termination with or without cause that the Employee will not directly or indirectly solicit business from any client or customer of the company, whether potential or otherwise, neither for the benefit of his future employers nor for his personal advantage.
- b) that for a period of 36 months after resignation or termination with or without cause that the Employee will not directly or indirectly entice, encourage or otherwise ask current employees of the company to leave their current employment to work with or for another business or join his future employers that competes with the company.
- c) that for a period of 36 months after resignation or termination with or without cause, if the Employee is employed elsewhere in a firm/Company/business engaged in the same business activity of the Company, the Employee undertakes that he shall not divulge any of the information/details whatsoever related to the Company's business, customers, transactions, manuals, procedures etc either to his future employers or to any third party or utilize for his own use and the Employee shall maintain all the details in strictest secrecy.

III. Indemnity:

The Employee agrees that he shall not do any act direct or indirect detriment to the Health Insurance Portability and Accountability Act and other laws on Health care of United States of America. The Employee agrees not to divulge any Confidential Information including any information related to healthcare and undertakes to indemnify the Company against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Company that has arisen from the conduct of the Employee during the course of his employment or thereafter.

IV. Miscellaneous Provisions.

The Employee acknowledges and confirms the scope of this undertaking in respect of its area, time and subject matter is no more than what is reasonably required to protect the Company; and

This agreement in no way relieves the Employee of any fiduciary/other obligations as per offer letter he owes to Allzone Management Solutions.

The terms of this agreement are severable. The invalidity of one clause does not invalidate the agreement.

