



04/08/2023

CX 094349

R. Kedarisani
24.11.23

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

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- 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 her future employers nor for her 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 her 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 she shall not divulge any of the information/details whatsoever related to the Company's business, customers, transactions, manuals, procedures etc either to her future employers or to any third party or utilize for her own use and the Employee shall maintain all the details in strictest secrecy.

III. Indemnity:

The Employee agrees that she 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 her 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 she owes to Allzone Management Solutions.

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

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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 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 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 SHE HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT SHE AGREES TO BE FULLY BOUND BY THE SAME.

Employee:

Date:

P. Kalaiyani

24.11.23