



தமிழ்நாடு தமில்நாடு TAMIL NADU

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Stamp Vendor, L.No. 08/KPD/2011
Dharapadavedu, Katpadi, (Vir. Dt.)

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

This Agreement entered into between:

Ms. C. Hemalatha, D/o. S. Chandrasekaran, No. 2, Venmani Nagar, Kalinjur, Katpadi Taluk, Vellore District - 632006. (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 1st June 2017.

In consideration of the employee's employment or continued employment by **Allzone Management Solutions** (hereinafter called the **Company**), the employee will have access to the customers and to confidential and valuable business information of Allzone Management Solutions which provides Business Process Outsourcing Services, the employee hereby agree as follows:

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1. The Company's Business. The Company is into Healthcare and other outsourcing business. The Company is committed to quality and service in every aspect of its business. The employee understands that the Company looks to and expects from the employee a high level of competence, cooperation, loyalty, integrity, initiative, and resourcefulness. The employee understands that he will have substantial contact with the Company's customers and potential customers.

2. Duties of Employee. The employee shall comply with all Company rules, procedures, and standards governing the conduct of employee and their access to and use of the Company's property, equipment, and facilities. The employee understands that the Company will make reasonable efforts to inform the employee of the rules, standards, and procedures which are in effect from time to time and which are applicable.

I. Non- Compete:

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 during the term of his/her employment shall not own, manage, operate, consult or to be 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 substantially 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.

II Non-Disclosure:

1. That during the course of the employment, certain trade secrets of the Company would be disclosed to the employee; the said trade secrets consisting but not necessarily 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.

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3. 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.

(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.

(c) 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.

III. 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:

i. 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, with whom he/she had dealings during his/her employment with the company, neither for the benefit of his/her future employers nor for his/her personal advantage.

ii. 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/her future employers that competes with the company.

iii. 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/she shall not divulge any of the information/details whatsoever related to the Company's business, customers, transactions, manuals, procedures etc either to his/her future employers or to any third party or utilize for his/her own use and the employee shall maintain all the details in strictest secrecy.

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IV. Indemnity:

The employee agrees that he/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 and/or all 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/her employment or thereafter.*

V. 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/she owes to Allzone Management Solutions.

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

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.

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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:

Date:

C. Hemalatha

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C. Hemalatha