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CONFIDENTIALITY, NON COMPETE AND NON SOLICITATION AGREEMENT

Confidentiality: Confidential information includes and is not limited to recipes, trade secrets, business plans, strategies, financial information and any other information that will affect the Company's competitive position. All names, and any other identifying facts or information, as well as details of individuals, businesses, projects and products undertaken by IRIS Business Services Limited (IRIS), whether on behalf of a third party client or not, are confidential information. You agree not to reveal such confidential information acquired and possessed by you by virtue of your employment in IRIS, regardless of how or where you acquired it, to any person unless such person has been authorized by a Director at IRIS to have access to the information possessed by you.

Unauthorized access, use, or disclosure of any confidential information is a breach of the terms of your employment, or consultant agreement with IRIS and may subject you to court action by any interested party or to other actions by IRIS. The confidentiality agreement shall continue to bind you even after your employment or consultant agreement with IRIS has terminated.

In addition, in the course of your employment, you may have access to personal information, electronic and otherwise, about fellow employees. You agree that you will hold Confidential Information with highest level of confidentiality and shall not communicate it to your peer personnel, employees or to any outsiders. You shall seek prior approval of the Director of Human Resources (DHR) before divulging the Confidential Information. The DHR shall at its discretion determination whether or not there is a business purpose requiring you to grant access to fellow employees'. If you commit breach of this confidential obligation and trust bestowed, you shall be liable for disciplinary action including termination of employment. You further agree that you will not use, nor facilitate the use by any third party in any way the confidential information without written authorization by a Director at IRIS.

You understand and affirm the need to treat your compensation as highly individual and confidential, which is to be discussed only with your HOD and/or HR/People Manager

By signing this agreement, you express your understanding that IRIS has the exclusive right to all confidential information, content, technology or other intellectual property that you may be building as part of your employment or consulting contract with IRIS. You acknowledge that you acquire no right, title, or interest in and to any data, information or technology to which you have access by reason of your employment or acting as a consultant, you shall not remove such data, information or technology from your assigned work location without prior authorization.

You agree to promptly notify an IRIS Director of any unauthorized disclosure, use, or alteration of confidential information that comes to your knowledge.

Nothing herein shall be construed to prevent divulgence of information to any court or governmental agency, provided such divulgence is required by law. However, if you have reason to believe that you may be called upon to make such divulgence, you agree to notify Human Resources at IRIS promptly in writing and shall upon his/her request shall cooperate in all lawful efforts to resist such divulgence.

During the course of training you may learn information that is private, sensitive and or confidential. You shall not disclose to any third party any confidential information obtained during your training unless expressly authorized by the Company. Your obligations to maintain Confidentiality and secrecy shall continue to apply even after your training until such time that the information is no longer confidential or has been made public by the Company. You shall not without prior written consent of the Company destroy, make copies, duplicate or reproduce in any form the Company's confidential information. A breach of the confidentiality as specified above may serve as cause for termination of training as well as employment.

Non-Compete: You agree that you will not, without the prior written consent of the Company, either during your training period or at any time during your employment with the Company and for a period of one (1) year following the termination of your employment, either individually or in partnership or in conjunction with any person as principal, agent, employee or in any other manner whatsoever carry on, or engage in or be concerned with, interested in or be employed by any person engaged in or concerned with the similar nature of business of the Company. You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this non-compete covenant by or through Company are waived by you.

Non-Solicitation of Clients: You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company or for a period of two (2)years from the termination of your employment either individually or through any company controlled by you and either on your own behalf or on behalf of any person competing or endeavoring to compete with the Company, directly or indirectly solicit, endeavor to solicit or gain the custom of, canvass or interfere with any person who is a client of the Company as at the date of termination of your employment or use your personal knowledge of or influence over any such client to or for your own benefit or that of any other person competing with the Company.

Non-Solicitation of Employees: You agree that you will not, without the prior written consent of the Company, at any time during your employment with the Company or for a period of two years from the date of termination of your employment either individually or through any company controlled by you and either on your behalf or by any other person competing or endeavoring to compete with the Company, directly or indirectly solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who is an employee of the Company as of the date of termination of your employment or was an employee of the Company at any time during one (1) year prior to the termination of your employment.

You further agree that, should you be approached by a person who is or has been an employee of the Company during the period described above, you will not offer to nor employ or retain as an independent contractor or agent any such person for a period of 1 year following the termination of your employment.

Signed by Anishaa Mahesh Kukreja





Deepta Rangarajan
(Director)

13-04-2024

Accepted
(Signature and Date)