

Non-Disclosure Agreement (NDA) and Non Solicitation Agreement (NSA)

(This document is only for reference)

During the onboarding process, all employees should sign NDA with the HR Department of their respective unit.

NDA and NSA are an Agreement between **all employees** and **POLYHOSE INDIA PRIVATE LIMITED**. The Agreement is effective from Date of Join.

As a condition of employment with **POLYHOSE INDIA PRIVATE LIMITED** (or) with and together with its subsidiaries, affiliates, successors (or) assigns, and in consideration of receipt of confidential information upon execution of this Agreement and receipt of the compensation now and hereafter paid by Company.

Term of Agreement: This Agreement is effective from (DOJ) and shall remain in effect throughout the term of employment with the polyhose and for a period of **Two years** thereafter.

Limitations of this Agreement: This Agreement is not a contract of employment. Neither the Company are obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete (or) solicit as described in this Agreement.

Confidential Information

Company Information: Employees during the term of employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of polyhose, any of the polyhose Confidential Information; (or) disclose to any person, firm (or) corporation any of the Company's Confidential Information except as authorized in writing by the Board of Directors or, if expressly authorized by the Company's management, pursuant to a written non- disclosure agreement that sufficiently protects the Confidential Information. "Confidential Information" means any information that relates to the Company's actual (or) anticipated business (or) research and development, technical data, trade secrets (or) know-how, including, but not limited to, research, product plans (or) other information regarding the Company's products (or) services and markets therefor, customer lists and customers (including, but not limited to, the Company's customers on who called (or) with who became acquainted during the term of employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances (or) other business information. Employees further to understand that Confidential Information does not include any of the foregoing items that is (or) becomes publicly known through no wrongful act (or) omission (or) of others who were under confidentiality obligations as to the item (or) items involved (or) improvements (or) new versions thereof

Customer and Supplier Information: Confidential customer and supplier information relating to the names, addresses of the customers or suppliers of the company and their representatives with whom polyhose has dealt and of the requirements for types of goods which company has solicited their orders should never be discussed in the presence of third parties or to anyone. Any files and/or documents containing confidential information should never be shared or released to third parties or to anyone.

Former Employer Information: Employees during employment with the polyhose should not, improperly use (or) disclose any proprietary information (or) trade secrets of any former (or) concurrent employer (or) other person (or) entity and will not bring any unpublished document to the premises of the Company (or) proprietary information belonging to any such employer, person (or) entity unless consented to in writing by such employer, person (or) entity.

Covenant Not to Compete: Employees during the term of employment with polyhose will not engage in any business activity which is competitive with the Company (nor) work for any company which competes with the Company. For a period of two (2) year immediately following the termination of employment, employees should not, for self (or) on behalf of any other person (or) business enterprise, engage in any business activity which competes with the polyhose in which they are employed.

Non-solicitation: During the term of employment, and for a period of two (2) year immediately thereafter, employees should not solicit any employee (or) independent contractor of the Company on behalf of any other business enterprise, (nor) induce any employee (or) independent contractor associated with the Company to terminate (or) breach an employment, contractual (or) other relationship with the Company.

Returning Company Documents, etc: Employee at the time of leaving the employment of the polyhose, will return all assets to the Company (and will not keep in possession, recreate (or) deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence (including emails), specifications, drawings, blueprints, sketches, materials, equipment, other documents (or) property, (or) reproductions of any aforementioned items developed by pursuant during employment with the polyhose (or) otherwise belonging to the polyhose.

Soliciting Customers After Termination of Agreement: For a period of two (2) year following the termination of employment and relationship with the Company, employee shall not, directly (or) indirectly, disclose to any person, firm (or) corporation the names (or) addresses of any of the customers (or) clients of the Company (or) any other information pertaining to them. Neither shall call, solicit, take away, (or) attempt to call on, solicit, (or) take away any customer of the Company on who have called (or) with who acquainted during the term of employment, as the direct (or) indirect result of employment with the polyhose.

Injunctive Relief: Employees should acknowledge

- (1) That the Company will suffer irreparable harm if they breach obligations under this Agreement; and
- (2) That monetary damages will be inadequate to compensate polyhose for such a breach.

Therefore, if there is breach any of such provisions, then the Company shall be entitled to injunctive relief, in addition to any other remedies at law (or) equity, to enforce such provisions.

Severable Provisions: The provisions of this Agreement are severable, and if anyone (or) more provisions may be determined to be illegal (or) otherwise unenforceable, in whole (or) in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

Modifications: This Agreement may be modified only by a writing executed by both employee and polyhose.

Prior Understandings: This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, (or) representations.

Waiver: Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same (or) any other provision of this Agreement. No delay (or) omission in the exercise of any right (or) remedy shall impair such right (or) remedy (or) be constructed as a waiver. A consent to (or) approval of any act shall not be deemed to waive (or) render unnecessary consent to (or) approval of any other (or) subsequent act.

By signing this, employee acknowledges that they have read and understand the foregoing Agreement, that they agree to comply with all the terms of the Agreement, and a copy of the Agreement will be provided during employment.

If you have questions or need further information, please contact the undersigned.

HR Department