



JOINING INFORMATION

Please affix
latest
passport
size
photograph

I am hereby joining my duties from today i.e. _____

Complete Name:	S/D/W/O Sh.
Employee Code:	Designation:
Department:	Level/Grade:
Date of Joining: / /	Date of Birth: / /
Birth State:	Birth Location:
Blood Group:	Highest Qualification & Year:
Marital Status:	Date of Wedding Anniversary: / /
Name of Spouse:	DOB of Spouse
Mother Tongue:	PAN No.
Driving License No.	Passport No.
Permanent Address:	
City:	State: Pin Code:
Present Address:	
City:	State: Pin Code:
Telephone No.(Permanent)	Mobile No.
Personal Email ID:	Official Email ID:
Emergency Contact Detail	Name Contact Number
Religion:	Caste: General..... SC..... ST..... Others.....
Bank Account Details	Account Number: Address of Bank/Branch:

Signature of employee

FOR OFFICE USE

Company Name	Business Unit:
Department Number:	Location:
Job Code:	Supervisor ID:

Employee Code _____ Basic Salary Rs. _____ /- PM, HRA _____ %

Vehicle Maintenance Rs. _____ /- PM, Bonus _____ %, Utility Allowance _____ %

Variable Pay _____ Joining Bonus _____

Car Allowance _____

PAN No. _____, SBI/ ICICI Bank Account No. _____

Cost Center code _____

HUMAN RESOURCES

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made at Noida, District Gautam Budh Nagar on this _____ by and between M/s Jubilant Life Sciences Limited a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No. 1 -A, Sector 16-A, Institutional Area, Noida – 201 301 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns) of the First Part;

AND

_____ (hereinafter referred to as the “**Employee**”) of the Second Part.

WHEREAS:

1. The Employee is employed with the Company as _____ with effect from _____; and
2. In consideration of and as a condition of continuing employment with the Company, the Employee has *inter alia* agreed to certain terms and conditions as hereinafter appearing:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Confidentiality Obligation

- 1.1 The Employee will hold all Confidential Information (defined hereafter), belonging to the Company, in strict confidence and will not disclose, use, copy, publish, summarize, or remove from the premises of the Company any Confidential Information, except (a) as necessary to carry out his assigned responsibilities as an employee of the Company; and (b) after termination of his employment, only as specifically authorized in writing by the Board of Directors of the Company.
- 1.2 For the purpose of this Agreement, “**Confidential Information**” shall mean all information concerning the business, operations and affairs of the Company including but not limited to the following:
 - 1.2.1 Technical information; research and development results, reports and plans; inventions, patents, patent applications; manufacturing methods, processes and systems; formulae and recipes; product patterns, designs and specifications;
 - 1.2.2 Compilations; computer programmes; source codes; object codes;
 - 1.2.3 Commercial information; business plans, details of and leads to business opportunities; financial statements; trade secrets; financial data such as costs of production and pricing information; volume of sales; methods of doing business including promotional methods; marketing plans; customer lists; supplier and vendor lists.
- 1.3 Confidential Information shall not include that information which is in public domain as on the date hereof or subsequently comes into public domain without any breach hereof by the Employee.
- 1.4 *Other Information:* The Employee will safeguard and keep confidential all proprietary information of customers, vendors, consultants and shareholders of the Company as well as of other parties with whom the Company does business to the same extent as if it was Confidential Information. The Employee will not, during his employment with the Company or otherwise, use or disclose to the Company any confidential, trade secret or other proprietary information or material of any previous employer or other person, and will not bring onto the Company's premises any unpublished document or any other property belonging to any former employer which is in contravention of any contractual or other obligation of the Employee.

- 1.5 All Confidential Information and works, programs, papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language, relating to the business of the Company that the Employee possesses or creates during the term of his employment, whether or not confidential, are and shall remain the sole and exclusive property of the Company. In the event of termination of employment for any reason whatsoever, the Employee will promptly deliver all such materials to the Company without retaining any copy thereof.

2. Ownership of Inventions and Works of Authorship

- 2.1 All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developments, processes, techniques, improvements, and related know-how which result from work performed by the Employee, alone or with others, on behalf of the Company or from access to the Company Confidential Information or property or which the Employee may otherwise create in the performance of his duties at any time during his employment with the Company whether or not patent able, copyrightable, or qualified for mask work protection and all translation rights related thereto (collectively "***Inventions and Works***") shall be the property of the Company and to the greatest extent permitted by law shall be "works made for hire".
- 2.2 The Employee hereby assigns and agrees to assign to the Company or its designee, without further consideration, his entire right, title, and interest in and to all Inventions and Works, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights and other intellectual property protection for Inventions and Works. During his employment and for a period of [two years] thereafter, the Employee agrees and undertakes to assist the Company (at its expense) to obtain and enforce patents, copyrights, mask work rights, and other forms of intellectual property protection on Inventions and Works.

3. Non-competition

- 3.1 The Employee shall perform such duties as the Company may designate from time to time and will devote his full time and best efforts to the business of the Company and will not, without the prior written approval of the Board of Directors of the Company (a) engage in any other profession, vocation, employment or consulting; or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of the Company.
- 3.2 During the period of **two years** from the date of termination of employment with the Company neither the Employee nor any legal entity which is owned, controlled, assisted or advised by the Employee or in which the Employee is employed will directly or indirectly engage in or undertake any trade or business that directly or indirectly competes with then existing trade or business of the Company.

4. Non Solicitation

- 4.1 During the period of **two years** from the date of termination of the employment with Company, neither the Employee nor any legal entity which is owned, controlled, assisted or advised by the Employee or of which the Employee is director or employee shall make or caused to be made any employment offer to hire or employ (whether as an employee, consultant, advisor or otherwise) or to solicit directly or indirectly any person employed by the Company or any of its subsidiaries or parent or promoter Company.
- 4.2 During the period of **two years** from the date of termination the employment with the Company, neither the Employee nor any legal entity which is owned, controlled, assisted or advised by the Employee or of which the Employee is director or employee shall cause to directly or indirectly solicit; offer services; engage; or deal with (whether as an employee, consultant, advisor or otherwise) with any client or customer of the Company or any of its subsidiaries or parent or promoter Company.

5. Representation, Warranties and Covenants of the Employee

5.1 The Employee hereby represents, warrant, undertake and covenant with the Company that:

- a. There are no other contracts to assign inventions or works that are now in existence between him and any other person or entity. The Employee further represents that he has no other employment or consultancy agreement, which would restrict and impair the performance of this Agreement.
- b. That before accepting any employment or assignment from any other person (the "**Prospective Employer**"), the Employee shall disclose the contents of this Agreement to such Prospective Employer. The Employee shall not enter into agreement or arrangement with the Prospective Employer the performance of which may result in contraventions of this Agreement. Without prejudice to the foregoing obligation of the Employee, it is expressly agreed by the Employee that the Company shall have unrestricted right to disclose this Agreement or the contents hereof to any Prospective Employer or future employer of the Employee.
- c. The Employee has never been convicted of any offence involving moral turpitude or illegally inducing any person (including the government officials) to exercise his discretion or authority.
- d. During the term of his employment with the Company the Employee shall not:
 - (i) Induce any person by any mean (including by paying or offering any money, gift or benefit) for the purpose of influencing any act or decision of such person in his official capacity or to do or omit to do any act in violation of the lawful duty of such person or for securing any improper advantage from such person;
 - (ii) Accept any money, gift or benefit from any person to exercise any authority, discretion or discharge of his/her duty as an employee of the Company.

5.2 The Company shall not be liable and shall not be required to indemnify, defend or compensate the Employee for any of his/her act or deed that may be in violation of Clause 5.1 hereof. Further the Employee shall indemnify and keep the Company indemnified for all his act, omission and deeds that are or may be in breach or violation of Clause 5.1 hereof.

6. Agreements with Government Authorities and Other Third Parties

6.1 The Employee acknowledges that the Company from time to time may have agreements with other persons and/or with certain government authorities or agencies thereof and/or with third parties which impose obligations or restrictions on the Company regarding Inventions and Works made during the course of work under such agreements or regarding the confidential nature of such work. The Employee agrees to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

7. Miscellaneous

7.1 Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of India.

7.2 Enforcement: If any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

7.3 Injunctive Relief; Consent to Jurisdiction: The Employee acknowledges and agrees that damages will not be an adequate remedy in the event of a breach of any of his obligations under this Agreement. The Employee therefore agrees that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction or other measures from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement. The Employee hereby submits himself to the jurisdiction of the Courts at Delhi, India for the purposes of any such action.

- 7.4 Arbitration: The Employee further agrees that the Company, at its option, may elect to submit any dispute or controversy arising out of or related to this Agreement for final settlement by arbitration conducted in New Delhi in accordance with the Arbitration and Conciliation Act, 1996 and the award rendered by the arbitrators shall be specifically enforceable and may be entered in any court having jurisdiction thereof.
- 7.5 Attorneys' Fees: If either party seeks to enforce its rights under this Agreement by legal proceedings or otherwise, the non-prevailing party shall pay all costs and expenses of the prevailing party.
- 7.6 Waiver: The waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.
- 7.7 Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives, and assigns, as the case may be, of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

For Jubilant Life Sciences Limited

Employee' Signature

AUTHORISED SIGNATORY

Witnesses:

- 1.
- 2.