

No Dues Agreement

This agreement is between Busibud Solutions Pvt Ltd, having its place of business at #132-146, Tricity Plaza, Peer Mushala, Zirakpur 140603 (hereinafter referred to as 'the Company') and Abinash Lenka R/O Hariharnagar Guruvihar, Puri-2, Puri, Puri station Road, Odisha - 752002, (hereinafter known as 'You' or 'the Candidate), collectively known as "the Parties". The said agreement shall constitute an agreement regarding the final payment of dues made to the Candidate and certain confidential and proprietary information ("Confidential Information") relating to information shared by Busibud Solutions Pvt Ltd. or its clients as of the date executed by the company (the "Effective Date").

The Candidate agrees with the following and promises to uphold these terms:

- a) **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:** Any information shared by the Company or its Clients with You would be classified as Confidential Information. You agree that all confidential information will be kept secret and will not be disclosed to any third party. By the way of example and without limitation, Confidential Information may include pay rates, client lists, names of employees, lists of contractors, product information, product designs, marketing plans, policy guidelines, etc.
- b) **NON-SOLICITATION and NON-DEALING:** You warrant and guarantee that you will not directly or indirectly engage in any business, dealing, or communication with the Company's current clients or any businesses or entities directly served by the Company or its clients. Nor shall You solicit these clients or entities for the benefit of yourself or a third party.
- c) **NON-COMMUNICATION:** You warrant and guarantee that You will not communicate directly with Company's current clients or any businesses or entities directly served by the Company or its clients, without written permission from the Company. If You have already been in such a communication, You will promptly disclose it to the Company in writing.
- d) **NON-SOLICITATION OF EMPLOYEES, RECRUITMENT CANDIDATES, OR CONTRACTORS:** You guarantee that you will not, on Your own behalf or in the service or on behalf of others, solicit, recruit or hire away or attempt to solicit or dissuade from continuing their contract with the Company, any employee (or contractor) of the Company (or its clients) or any candidates being considered by the Company (or its clients) for employment, whether or not (a) such employee is a full-time employee or a temporary employee or a contractor of the Company or its clients, (b) such employment is pursuant to a written agreement, and (c) such employment is for a determined period or is at-will. You also guarantee that you have not participated in such solicitation during your employment with the Company.
- e) **NON-DISPARAGEMENT:** You guarantee that you will not disparage the Company or any of its directors, officers, agents or Executives or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of the Company or any of its directors, officers, agents or employees. You also guarantee that if you have participated in any disparagement or any defamation attempts against the Company or any of its directors, officers, agents or employees, or if you ever engage in such an effort, you will promptly report the incident to the company. By the way of example and without limitation, you will not engage in posting reviews or content regarding the company or its clients on public platforms without prior written approval from the company.

f) **NO-ACCESS TO COMPANY DATA:** You guarantee that any data or material of the Company or its clients that you had or have access to has been returned to the Company and you no longer have access to such data or material. You guarantee that you no longer have access to any online portals that the Company or its clients provided you with access to. You also guarantee that you have logged out of any portals that the Company or its clients provided you with access to. You guarantee that no access to the online portals or data or the material that the Company or its clients provided you with can be accessed through a device that you own or have previously used.

If you violate any of the above conditions, You agree to reimburse the Company for any loss or expense incurred by the Company or its clients as a result of such a violation, including without limitation court costs and reasonable attorney's fees incurred by the Company in enforcing the provisions hereof.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be so only as to such jurisdiction and only to the extent of such prohibition or unenforceability, but all the remaining provisions of this Agreement shall remain valid and enforceable.

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes arising from or related to the subject matter of this Agreement shall be heard in a court of appropriate jurisdiction in Chandigarh, India and the parties hereby consent to the sole jurisdiction and venue of these courts.

Abinash Lenka.

Signature

Name: abinash lenka

Address: guru vihar puri

Date: 03/30/2023

Document History

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