

NON-DISCLOSURE & NON-SOLICITATION AGREEMENT

1. **General:** As an employee or a consultant or a retainer or a service provider, as the case may be, of INTERACTIVE AVENUES PRIVATE LIMITED , a company incorporated under the provisions of the Companies Act, 1956 and having its Corporate and Registered Office at First Floor, Kagalwala House, C Block, Metro Estate, 175, CST Road, Kalina, Santa Cruz (East), Mumbai – 400098 and its Northern Regional Office at Fifth Floor, Plot No. 15, Sector 44, Institutional Area, Near HUDA City Metro Station, Gurgaon – 122012 and its Southern Regional Office at # 3581, First Floor, 13th G Main, 4th Cross, HAL 2nd Stage, Indira Nagar, Bangalore – 560 008.. (hereinafter referred to as the “**INTERACTIVE AVENUES**”), I shall devote my best efforts to furthering the best interests of **INTERACTIVE AVENUES**. During my employment or business relationship with **INTERACTIVE AVENUES**, I shall not engage in any activity that:

- (a) conflicts with INTERACTIVE AVENUES’s business interests, including without limitation, any business activities not contemplated by this Agreement,
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at INTERACTIVE AVENUES, or
- (c) interferes with the independent exercise of my judgment in INTERACTIVE AVENUES best interests.

As used herein, INTERACTIVE AVENUES’ business includes the conceptualization and development of digital marketing and communication strategies, creative concepts, ideas and executions over the digital media , social media, mobile media , , , any other web space and any other media, media planning & buying, development of proprietary research, tools & techniques, econometrics & media models, film production, database management, software development and applications for use internally and for the clients of INTERACTIVE AVENUES, and such other activities and services that INTERACTIVE AVENUES may embark on/provide in the course of conducting its business. Amounts paid towards employment / consultancy / retainer / services of any nature whatsoever, as the case may be, shall constitute adequate consideration towards key obligations undertaken by such employee / consultant / retainer / service provider, as the case may be.

2. **Recognition of Absolute Ownership:** that I do hereby recognize and admit that INTERACTIVE AVENUES is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing & communication strategy, software or other technical or business information or trade secrets of INTERACTIVE AVENUES , including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, software, development or experimental work, work in progress, clients and business associates, as well as software for business and professional use, used by me in the course of my dealing in any manner whatsoever with INTERACTIVE AVENUES. I agree that I shall not in any manner whatsoever, represent and/ or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this Agreement, all confidential and/ or proprietary information belonging to and/ or in possession of INTERACTIVE AVENUES, which is received, accessed, and/ or used by me, during the course of my dealing in any manner whatsoever with INTERACTIVE AVENUES , shall include without limitation, such information received from INTERACTIVE AVENUES and/ or its parent company(ies) including from any of its offices worldwide and/ or the holding company, Interpublic Group of Companies, including any of its offices worldwide.

3. **Confidential Information:** means all information communicated, conveyed, recorded, seen, heard, in the course of employment/engagement with the INTERACTIVE AVENUES, other than information that is available in the public domain.
4. **Non-use and Non-disclosure:** I agree not to use Confidential Information for any purpose except to evaluate and engage in discussions concerning potential business relationship or to perform work for INTERACTIVE AVENUES. I agree not to disclose any Confidential Information to entities /individuals who are not part of INTERACTIVE AVENUES, unless specifically authorized to do so for the business objectives of INTERACTIVE AVENUES. Without prejudice to the generality of my obligations aforesaid, I shall not reverse engineer, disassemble, or decompile any prototypes, software or other tangible objects which embody the company's Confidential Information and which are provided to me.
5. **Maintenance of Confidentiality:** I agree that I shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, I shall take at least those measures that I would take to protect my most confidential information. I shall not make copies of Confidential Information unless previously authorised in writing by INTERACTIVE AVENUES.
6. **No Warranty:** All Confidential Information is provided 'as is'. INTERACTIVE AVENUES makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
7. **Return of Materials:** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of me shall be and remain the property of INTERACTIVE AVENUES and shall be promptly returned to INTERACTIVE AVENUES on my separating or disengaging or disassociating from/ with INTERACTIVE AVENUES in any manner whatsoever..

8. **Assignment:** I hereby assign exclusively to INTERACTIVE AVENUES all my right, title, and interest in and all marketing & communication concepts, ideas, designs, including creative designs, films, media models, econometrics models, database management & software, copyrightable material, and trade secrets that I, solely or jointly, may conceive, write, develop, or reduce to practice during my dealing in any manner whatsoever with INTERACTIVE AVENUES. I shall make prompt and full disclosure to INTERACTIVE AVENUES of any development, and if for any reason the assignment pursuant to this clause is not effective, I shall hold all such developments in trust and for the sole benefit of INTERACTIVE AVENUES. If I wish to use any copyrightable material, I shall request for a specific permission from INTERACTIVE AVENUES, which permission it may grant or reject at its sole discretion.
9. **Application for Copyright and Registration:** I shall execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement. In the case of any incapacity for any reason whatsoever, I hereby irrevocably designate and appoint INTERACTIVE AVENUES and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any such applications.
10. **Third Party Information:** I recognize that INTERACTIVE AVENUES has received and will receive confidential information. Proprietary information or any other information which is sensitive from a regulatory perspective from third parties subject to a duty on INTERACTIVE AVENUES part, I undertake to maintain the confidentiality of such information and to use it only for certain limited and authorized purposes in connection with the business objectives of INTERACTIVE AVENUES. During the term of my dealing in any manner whatsoever and thereafter, I shall not disclose any such confidential information to anyone except as necessary in carrying out my work for INTERACTIVE AVENUES and consistent with the agreement of INTERACTIVE AVENUES with such a third party. I shall not use such information for the benefit of anyone other than INTERACTIVE AVENUES or such third party, or in any manner inconsistent with any agreement between INTERACTIVE AVENUES and such third party of which I am made aware.
11. **Prior Information at my disposal:** During my dealing in any manner whatsoever at INTERACTIVE AVENUES, I shall not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers, or suppliers of the vendors or customers of such persons or entities or their vendors or customers unless such persons or entities have given their consent, I shall not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.

12. **Consideration:** I hereby acknowledge the need for extreme caution, discretion and confidentiality prescribed hereunder, in consonance with the highest professional ethics that INTERACTIVE AVENUES functions under. I declare that the salary / consultancy charges / fees / consideration, as the case may be, paid in the course of my employment / engagement, with INTERACTIVE AVENUES, constitutes adequate consideration for the discharge of my obligations hereunder.
13. **Presumption of Breach:** In the event of possession, access and/ or use of the confidential information, including proprietary technical, financial, marketing, manufacturing , distribution or other technical or business information or trade secrets of INTERACTIVE AVENUES including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, software, development or experimental work, work in progress, clients and business associates, as well as software for business and professional use, by any third party with whom I may have interactions or a nexus, shall constitute the circumstances for the presumption, that such information has so come to the possession of the third party on account of breach of this agreement by me. Such presumption can however be rebutted on my leading proof/evidence to the contrary, to the satisfaction of the nominated members of INTERACTIVE AVENUES.
14. **Non-Solicitation of Clients and Employees:** While I am employed by INTERACTIVE AVENUES and, if my employment with INTERACTIVE AVENUES is terminated and or ceases for any reason at any time, then during my employment with INTERACTIVE AVENUES and for a period of twelve (12) months following such termination I shall not, except on behalf of INTERACTIVE AVENUES (a) directly or indirectly, solicit any advertising/communications related business from any of the client(s) of INTERACTIVE AVENUES; (b) directly
- or indirectly, poach on and/or employ any other staff/personnel of INTERACTIVE AVENUES; or (c) engage in any activity or conduct that could come in the way of a harmonious relationship between INTERACTIVE AVENUES and any of its staff/personnel and its clients. I acknowledge that the above restrictions are reasonable and necessary to protect legitimate business interest of INTERACTIVE AVENUES.
15. **Equitable Relief:** I acknowledge that any violation by me under this Agreement, and /or any obligation of like nature, will cause irreparable injury to INTERACTIVE AVENUES, and INTERACTIVE AVENUES shall be entitled to extraordinary relief in any court in India, against the Transgressor and the Recipient, including but not limited to, Damages, Costs, Temporary Restraining Orders, Injunctions (both preliminary and permanent), without necessity of posting bond or security. Further, INTERACTIVE AVENUES shall reserve *special* rights to pursue all action including Criminal Action for fraud, criminal breach of trust.

16. **Entire Agreement:** I agree that this agreement shall be governed for all purposes by the Laws of India and that venue for any action arising out of this agreement shall be the courts of India. If any provision of this agreement shall be declared excessively broad, it shall be construed as to afford INTERACTIVE AVENUES the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party. The terms and conditions of this agreement shall survive termination of my dealing in any manner whatsoever.
17. **Effective Date:** I agree that the terms and grants contained in this agreement shall apply from the first day that I effectively join/ engage with or joined / engaged with INTERACTIVE AVENUES , or as per the start date indicated in the letter issued to me, whichever is earlier and that the obligations shall extend for the period of employment/engagement as the case may be, and a further 5 years thereafter.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this _____ day of _____, 20____.

.....
(Signature)

.....
(Name & Address)