NON DISCLOSURE AGREEMENT

30th May 2022

This Non-Disclosure Agreement is entered into on _____ by and between **Pro Global Technologies Pvt. Ltd.**, with its employee Mr./Ms. _____ REHAN SHARAF.

Whereas, **Pro Global Technologies Pvt. Ltd.** has developed or owns the intellectual property (including, but not limited to its clientele, clients information, complete data, storage systems and operating systems), technical, operational, marketing, administrative, and/or business information, processes, flow charts, social security numbers (SSN), ADJ numbers, Facility names and addresses, Rendering physician names, provider names addresses, legal and billing document of any/all files/cases, billing details, and procedures that it deems confidential and/or proprietary, the unauthorized usage or disclosure of which could be detrimental to its business interests;

Now, therefore, for good and valuable consideration, both parties agree as follows:

1. Confidential Information and Materials

(a) "Confidential Information" shall mean any nonpublic information that **Pro Global Technologies Pvt. Ltd**. specifically marks and designates, either orally or in writing, as confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential or which the Employee creates or produces in the course or performing services for **Pro Global Technologies Pvt. Ltd**. "Confidential Information" includes but not limited to its clientele, clients information, data and systems), technical, operational , marketing , administrative and/or business information , processes, flow charts, social security numbers (SSN), ADJ numbers, Facility names and addresses, Rendering physician names, provider names and addresses, legal and billing document of any files/cases. billing details, specifications, sources, layouts, breakdowns , approach to a commercial project , financial and technical information , ideas, designs specifications, techniques , models, data, programs, processes, technologies and methods or producing the work , and documents, processes, systems and reports, and information discussed during meeting or at Client's meeting, sales and customer information , business policies or practices that **Pro Global Technologies Pvt. Ltd.** is obligated to treat as confidential and other materials and information of a confidential nature.

(b) "Confidential Materials" shall mean all tangible and non-tangible materials containing Confidential Information, including without limitation, current or potential clients information, customer information, business plans or printed documents, USB, and compact disks (CD), whether machine or user-readable.

2. Restrictions

(a) Employee shall not disclose any Confidential Information including but not limited to the business plan, business processes, Stops, workflow, any current or potential cliental information to third parties that are mentioned above, after leaving this job, the failure of which may lead **Pro Global Technologies Pvt. Ltd.** to register complain against Employee and further **Pro Global Technologies Pvt. Ltd.** has the right to make litigations against you. Notwithstanding the foregoing. Employee shall not at any time disclose to any third party any Confidential Information comprising a trade secret of **Pro Global Technologies Pvt. Ltd.** or any Confidential Information of any other party to whom **Pro Global Technologies Pvt. Ltd.** owes an obligation.

(b) Employee shall not use any Confidential Information or Confidential Materials of **Pro Global Technologies Pvt. Ltd.** for any purposes except those expressly contemplated hereby or as authorized by **Pro Global Technologies Pvt. Ltd.**

(c) Employee shall take responsibility to take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information and based on information provided within the given SOP. Employee may disclose Confidential Information or Confidential Materials only to specific employees of **Pro Global Technologies Pvt. Ltd.** or employees on a need-to-know basis. Employee shall maintain confidentiality and to refrain from making unauthorized   copies.

3. Rights and Remedies

(a) Employee shall be responsible to notify **Pro Global Technologies Pvt. Ltd.** immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement by Employee and will cooperate with **Pro Global Technologies Pvt. Ltd.** in every reasonable way to help regain possession of the Confidential Information and/or Confidential Materials and prevent further unauthorized use or disclosure.

(b) Employee shall be responsible to return all originals, copies, reproductions and summaries of Confidential Information and/or Confidential Materials then in Employee's possession or control at the Management's request.

(c) Employee acknowledges that monetary damages may not be a sufficient remedy for damages resulting from the unauthorized disclosure of Confidential Information and THEREFORE, **Pro Global Technologies Pvt. Ltd.** has the right to seek for legal actions as may be deemed proper by a court of competent jurisdiction.

4. Non Solicitation Clauses:

(a) Non-solicitation: During the term of your employment, and for a period of 5 year following the termination/resignation of your employment and your relationship with the company and its clients, you should not solicit any employee of the company on behalf of any other business or enterprise, you should not solicit, induce, influence or attempt to solicit any of company employee to offer services or engage or seek employment with any other company nor shall you induce any employee of the company to terminate or breach employment contract.

(b) Non-Solicitation of Clientele: During the term of your employment, and for a period any person, corporation, partnership, or entity whatsoever, call on, solicit, perform services for, interfere with, or endeavor to entice away from the company's current clients to whom the company has provided services or any prospective client to whom the company has the desire to work in future.

(c) Non-solicitation on Social Media: During the term of your employment, and for a period of 10 years following the termination/resignation of your employment and your relationship with the company and its clients. , you should not solicit any clients, partners, or affiliates on Social Media in a personal or professional capacity, you should not directly or indirectly, approach any clientele or business partner of the company or its Affiliates for the purpose of providing services substantially similar to the services provided by the company.

5. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and exclusive property of **Pro Global Technologies Pvt. Ltd.** By disclosing information to Employee, **Pro Global Technologies Pvt. Ltd.** does not grant any express or implied rights to Employee.

(b) All obligations created by this Agreement shall survive change or termination of the parties' business relationship

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that this Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof.

In witness thereof, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

Party 1
Name: REHAN SHARAF
Title: Sr. Automation Engineer
CNIC # 42501-2163292-9
Date: 30th May 2022

Party 2
Name: _____
Title: _____
CNIC # _____
Date: _____

Left Thumb Impression

Signature