

CANDIDATE NON-COMPETE AGREEMENT

For good consideration and as an inducement with Prabhav Services Inc. (Company called "PSI") to proposed candidate or current Candidate **CANDIDATE NAME** (Candidate), the undersigned Candidate hereby agrees not to directly or indirectly compete with the business of the Company and its successors and assigns during the period of employment and for a period of **two** years following termination of employment and notwithstanding the cause or reason for termination.

You also agreed that for next 30 days you will not pursue with anyone else without written approval of **Prabhav Services Inc. (PSI)** in USA. You are dedicatedly giving chance to PSI to market you and get you the prospective position in PSI or outside than through PSI only.

The term "NON Compete" as used herein shall mean that the Candidate shall not own, manage, operate, consult or be employed in a business substantially similar to this or competitive with this, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

The Candidate also acknowledges that the Company shall or may in reliance of this agreement provide Candidate access to trade secrets, customers and other confidential data and good will. Candidate agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

This non-compete agreement shall extend only for a USA location of the Company and shall be in full force and effect for two years, commencing with the date of employment termination.

The primary purpose of the agreement is candidate should not go directly to vendor or client bypassing PrabhavOnline/ Prabhav Services Inc.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

Signature: Sumesh Daftary

Company: Prabhav services Inc.

Date:

Signature:

Candidate Name:

Date: