

Thinkscoop Technologies LLP, Mohali, India. This one page sets out, in plain terms, the non-solicitation position we offer every partner, so it can be reviewed before a conversation rather than after one. It is a summary for evaluation. The executed partner Master Services Agreement is the binding text, and the full clause is available on request from krishan@thinkscoopinc.com.

WHAT THINKSCOOP COMMITS TO

- **No going around you.** We do not contract directly with an end client that you introduce to us, for the term of the engagement plus 24 months from its end. That applies whether the approach comes from us or from them.
- **No hiring your people.** We do not solicit, recruit or employ your staff or contractors for the same period.
- **Your brand, not ours.** Delivery is white-label. Your client sees your brand on the work. We do not market the engagement, name the client, or use the work as a reference without your written consent.
- **Your client owns the work.** Full IP transfer on deliverables, in the client's repository from the first commit, with no licence lock-in.

WHAT WE ASK IN RETURN

- The same undertaking from you toward the engineers we assign: no solicitation, recruitment or direct employment during the engagement and for 24 months after it ends.
- Written notice before an assigned engineer is introduced to your client under any arrangement other than the one we have signed.

WHAT IS NOT RESTRICTED

A non-solicit that stops ordinary business is not one either side should sign. These are outside it:

- General recruitment advertising not aimed at the other party's people, and any hire resulting from it without targeted approach.
- A client relationship either party can show it held before the introduction.
- Anyone who has not worked on the engagement, and anyone who applies unprompted.

SCOPE AND MECHANICS

Item	Position
Duration	Term of the engagement plus 24 months from its end.
Mutuality	Both directions. Neither party is bound to anything the other is not.
Trigger	Written introduction of a named end client, or assignment of a named engineer.
Confidentiality	Mutual NDA executed within 24 hours, before the first technical conversation. Your paper accepted.
Where it lives	Recorded in the partner MSA. This page does not replace it.
Governing terms	Set in the MSA. We will work to your standard agreement where your counsel prefers it.

HOW TO USE THIS

If your procurement team needs this executed as a standalone instrument before any commercial conversation, say so and we will sign it as one. If your own mutual non-solicit is the document you would rather use, send it. We have no preference between the two, and no interest in a negotiation about which paper wins.