

Conflict of Interest and Non-disclosure of Confidential Information Agreement

As a condition of my employment with "**Spectrum Consultants India Pvt. Ltd., (780, 1st floor, 12th Main, 1st Cross, HAL 2nd stage, Bangalore – 560 008)**", its subsidiaries, affiliates, associates, successors, clients, candidates, vendors or assigns (together "**the Company**") and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

NONDISCLOSURE of CONFIDENTIAL INFORMATION

1. Company Information

I agree at all times during the term of my employment and thereafter, to hold in strictest confidence and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization from **Mr.Sanjaya Gupta (Director) or Mr.Sharad Dhawan (Director), or any person authorized by the board of Directors in writing from time to time**, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including but not limited to: research, business plans, processes, software products, services, client lists and candidate information (including but not limited to: clients or candidates of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, and other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of company working, documents, emails, staff business discussions, database, software applications. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

2. Former Company Information

I agree that I will not, during the course of my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent Company or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such Company, person or entity unless consented to in writing by such Company, person or entity.

3. Third Party Information

I recognize that the Company has received and in the future will receive from third parties like clients (including but not limited to: their recruitment plans, internal processes, business plans, software, databank) and candidates (including but not limited to: individuals seeking company services in finding them suitable employment or having used company services in the past) their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it