# Proprietary Information Agreement

Oracle Financial Services Software Ltd ("OFSS") develops, markets, licenses and distributes computer software products and other technology, and provides technical support, consultation, educational and other services relating to Oracle products. Oracle develops and uses confidential and proprietary information in its business. This information may relate to technical matters, such as the development of a new product or service, or to non-technical matters, such as marketing or financial information. As a result of your Oracle employment, you may develop, receive or otherwise have access to confidential or proprietary information which is of value to Oracle. This agreement sets forth your responsibilities concerning confidential and proprietary information.

**As an employee of Oracle and as a condition of my Oracle employment, I agree to abide by the following terms and conditions:**

1. My employment creates a relationship of confidence and trust between me and Oracle with respect to certain information of a confidential, proprietary or trade secret nature. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information".

   Proprietary Information includes by way of illustration and without limitation:

   a. all software and other technology developed or licensed by or for Oracle or its affiliates or licensed to Oracle or its affiliates by a third party, and any documentation relating to such software or technology; the term "software" as used in this paragraph refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise); its audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation diagrams, flow charts, designs, drawings, templates, specifications, models, data, bug reports and customer information;

   b. marketing and sales plans or forecasts, product development plans, competitive analyses, benchmark test results, supplier and purchasing information, budgets and non-public financial information, licenses, contracts and all related documents, customer lists and information regarding other employees, their skills and compensation;

   c. all information which Oracle has a legal obligation to treat as confidential or which Oracle treats as proprietary or designates as confidential or for internal use only, whether or not owned or developed by Oracle.

   Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include generic knowledge that I would have learned in

the course of similar employment elsewhere.

At all times, both during and after my employment with Oracle, I will hold Proprietary Information in confidence, I will not by any means transfer, publish, disclose or report Proprietary Information directly or indirectly, except such disclosure to other Oracle employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Oracle or otherwise as directed by Oracle. I will not use Proprietary Information except in the course of performing my duties for Oracle.

2.  My performance as an employee of Oracle will not breach any agreement or obligation to keep in confidence the proprietary information of a former employer or other entity or person. I will not bring any proprietary information of a former employer or other entity or person to Oracle. I will not use in the performance of my work with Oracle any proprietary information of a former employer or other entity or person without written authorization from my former employer, other entity or person.

3.  All ideas, processes, inventions, modifications, and all intellectual property rights throughout the world (including copyright) relating to any work or business carried on by Oracle, conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours ('the Intellectual Property"), shall immediately on its creation belong exclusively to Oracle. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Intellectual Property without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. Further, I agree to execute without receiving additional compensation: (a) any formal documents necessary to assign the Intellectual Property to Oracle; and (b) all documents required to obtain a patent, register a copyright, or enforce or ensure Oracle's rights in such Intellectual Property. These obligations shall continue beyond the termination of employment.

4.  I will promptly disclose to Oracle all ideas, discoveries, inventions or "know how," including without limitation, all processes, devices, or apparatus, or any modification, improvement or use thereof (collectively referred to as "Developments"), relating to any current or reasonably anticipated business of Oracle, conceived or reduced to practice by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

I further acknowledge and agree that all Developments shall be the sole and exclusive property of Oracle and are considered "works made for hire" for the purposes of Oracle's rights under copyright laws. To the extent that any Development may not be considered a "work made for hire", I hereby assign to Oracle such Developments and all rights therein, except those Developments, if any, the assignment of which is prohibited by law. I further agree to execute any documents and to do all things necessary, without additional compensation whether during my Oracle employment or after: (a) to assign all right, title and interest in any Development to Oracle and (b) to assist Oracle in registering, prosecuting, perfecting, protecting, maintaining and enforcing any patent, copyright, trade secret or other right or interest in any Development for any and all countries. Without limitation of the foregoing, I grant Oracle the right to reproduce, alter, add to, take from, adapt, translate, edit, destroy or otherwise deal with the Developments without attribution of authorship to me and agree that such authorship may be, in Oracle's sole discretion, attributed to any other company or person at any time. My obligations under this section shall continue beyond the termination of my employment.

5. I acknowledge that it is my absolute responsibility to ensure that any Developments owned by me, which relates to responsibilities of the kind which I may undertake at Oracle and which I desire to remove from the operation of this agreement has been identified in Exhibit A, attached hereto. If nothing is listed on Exhibit A, or if no Exhibit A is attached I warrant that no such intellectual property exists. If any Development assigned hereunder is based upon, or is incorporated into or is an improvement or derivative of, or cannot reasonably be made, used, reproduced and/or distributed without using or violating technology or rights owned or licensed by me and not assigned hereunder, I hereby grant Oracle a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of Oracle's exercise or exploitation of any such assigned Development(s) (including any modifications, improvements and derivatives thereof).

6. For the avoidance of doubt and to the extent permitted by law I consent to any act or omission of Oracle which would, but for this consent, infringe any of my moral rights (or any similar rights granted in any country of the world).

7. I will not during my Oracle employment engage in any other employment, occupation, consulting or other activity related to the business in which Oracle is now involved or becomes involved during the term of my employment.

8. I will not, during my Oracle employment and for a period of six months after the termination of my Oracle employment, directly or indirectly, whether through a third party or otherwise, recruit, solicit, induce, invite or otherwise encourage any Oracle employee to accept an employment or independent contractor or other business relationship with an employer or entity or person other than Oracle.

9. I will upon termination of my Oracle employment reaffirm my recognition of the importance of maintaining the confidentiality of Oracle's Proprietary Information and reaffirm all of the obligations set forth in this agreement.

10. I agree that upon termination of my Oracle employment I will immediately deliver to Oracle, and will not keep in my possession, recreate or deliver to anyone else, all property and materials belonging to Oracle including without limitation documents, software, discs, diskettes, tapes, records, data, notes and correspondence and copies or reproductions thereof whether or not developed by me during the course of my employment with Oracle, hardware, computers, terminals, telephones, badges, business cards, handbooks, policy manuals, software manuals and telephone directories. Upon termination of my Oracle employment, I will immediately cease using and/or accessing any and all Oracle accounts, including but not limited to email, voicemail, and other computer and network systems or accounts.

11. I agree that I will not, for a period of six months after the termination of my Oracle employment, for my own account or for the account of any other person or entity, solicit, call on or provide services similar to those which I provided to customers or clients of Oracle during my Oracle employment, for any of Oracle's customers or clients or prospective customer or client located in India or in any other countries during the twelve months preceding my termination from Oracle.

12. I release Oracle from any infringement of my personal or property rights which occur through the exercise by Oracle of: any of its rights under this agreement; or any rights acquired by Oracle through my employment.

13. I understand and acknowledge that this agreement will be binding upon my heirs,

executors, administrators and other legal representatives and will be for the benefit of Oracle, its successors and its assigns.

14. I agree that any legal action or proceeding involving Oracle which is in any way connected with this agreement may be instituted in Mumbai, India. I agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

15. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected. I understand that the obligations imposed upon me by this agreement are in addition to and not in substitution of any duties and obligations, which I may otherwise owe to Oracle to keep the Proprietary Information confidential. If I fail to comply with this agreement, I will indemnify Oracle for all loss and damage, which Oracle may suffer.

16. I will not enter into any agreement, written or oral, that conflict with the provisions of this agreement. I acknowledge that this agreement survives my employment by Oracle and that it may only be amended through written agreement between Oracle and I.

## Acknowledge and Accept:

By providing your signature/e-signature, you acknowledge that you have read and understood every provision of this Proprietary Information Agreement and you agree to be bound by its terms.

**ACKNOWLEDGED AND ACCEPTED:**

**Signer Name: Kumar Aayush**
**Email: kumaraayush33548@gmail.com**
**Dated: 2023-03-01**