



WINWIRE TECHNOLOGIES INDIA PRIVATE LIMITED

EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS AND NON-COMPETITION AGREEMENT

In consideration of, my employment or continued employment by **WinWire Technologies (India) Private Limited** (the "**Company**"), the compensation received earlier, now and hereafter to be paid to me, the intellectual input received by me from the Company and other good and adequate consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

WinWire Technologies India Private Limited

Registered Office: Jyothi Pinnacle, 9th Floor, Hitech City Road, Whitefields, Kondapur, Hyderabad – 500084. Ph: +91 9133888812
Bengaluru: Kalyani Vista, 10th Floor, 165/1 & 165/17, 3rd Main Road, Doraisanipalya, Phase 4, J.P. Nagar, Bengaluru – 560076, Ph: +91 6366975300
CIN: U72200TG2007PTC053638  www.WinWire.com

1. NON DISCLOSURE.

1.1 Recognition of Company's Rights. I recognize that any and all information that may be provided or disclosed to me by the Company, constitutes the valuable and proprietary intellectual property and confidential information, belonging to the Company and that I shall have no right, title or interest in such information, except to the extent specified in this Agreement.

1.2 Nondisclosure. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I have been informed and acknowledge that all Proprietary Information, trade secrets, Inventions, etc. is provided to me in trust for the purpose of use by me on behalf of the Company. Accordingly, any violation of the terms of this Agreement by me in relation to such Proprietary Information or the unauthorized taking of the Company's trade secrets shall be considered as a breach of trust by me and may subject me to any action whether under civil law, tort law, criminal law or otherwise.

1.3 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Customers. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

1.4 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party 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. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.5 No Improper Use of Information of Prior Employers and Others. I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

1.6 Court Mandated Disclosure. In the event I am required, at any time, to disclose Proprietary Information or Third Party Information or any such information which may be construed as being confidential or proprietary information to the Company, pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, I shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate notice to the Company of any such requirement for disclosure so as to allow the Company a reasonable opportunity to limit such disclosure. In any event, in making such disclosure I shall only disclose such information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

1.7 Agreements with Third Parties. I acknowledge that the Company may from time to time have agreements with third parties which impose obligations or restrictions on the Company regarding Inventions made during the course of work under such agreements. I agree to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company there under.

1.8 Termination Certificate. On termination of my employment, I will promptly deliver all Proprietary Information, Inventions and Third Party Information that are in my possession to the Company and agree to sign the "Termination Certificate". Further, in the Termination Certificate, I will disclose the Inventions that I may have contributed to during the course of my employment and will affirm the ownership of the same by the Company. It is clarified that such list is by way of illustration only and will not limit the rights of the Company to other Inventions that may not be disclosed by me in the Termination Certificate.

2. ASSIGNMENT OF INVENTIONS.

2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights or "moral rights" throughout the world. "Moral rights" Refers to any rights to claim authorship of an Invention or to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

2.2 Prior Inventions. Inventions, if any, patented or unpatented, registered or unregistered, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Previous Inventions, a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention that is owned by me into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company or its assignee, without further consideration, the worldwide, perpetual all my right, title and interest, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. The assignment as above shall not lapse if the Company has not exercised its rights under the assignment for a period of one year. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.4 Wavier of Moral Rights. To the extent moral rights cannot be assigned by me, I hereby waive and agree not to assert such rights against Company or its assigns or its or their licensees. If any of rights to the works be assigned to Company, or waived by me, then I hereby, unconditionally and irrevocably grant to the Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed rights. The assignment as above shall not lapse if the Company has not exercised its rights under the assignment for a period of one year.

2.5 Obligation to Keep Company Informed. During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. I hereby recognize that all such Inventions developed during the course of my employment with the Company shall be proprietary to the Company and the Company shall have all right, title and interest to such Inventions. .

2.6 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

2.7 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire." In the event that any Inventions or work outputs resultant and arising from and during the course of my employment with the Company is construed as "works made for hire" or as commissioned work, I hereby acknowledge that all such Inventions or work outputs have been made by me as an employee of the Company for adequate consideration and the Company shall have all right, title and interest over such Inventions and work outputs.

2.8 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, Indian and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. DUTY OF LOYALTY DURING EMPLOYMENT. I understand that my employment with the Company requires my full attention and effort. I agree that during the period of my employment by the Company I will not, engage in any employment or business activity other than for the Company, including but not limited to employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company.

5. NON SOLICITATION OF EMPLOYEES, CONSULTANTS, CONTRACTORS OR CUSTOMERS.

The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of 12 months following the date of termination of Employee's employment with the Company, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):

- i Solicit and/or attempt to solicit employment of or advise, induce, recruit, participate in, or encourage any of the (i) Company's existing employees or any person who was employed by the Company (*irrespective of the capacity they were employed in*) within six months prior to such solicitation or (ii) any person or organization who is in possession of confidential information relating to the Company and with whom the employee had business dealings during the course of his employment including but not limited to providing services to or through Company and/or its Affiliates to terminate his/her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services himself or to any other person or organization; or
- ii Contact and/or attempt to contact any of the existing or prospective Clients (*i.e.* any person or organization with whom the Company and/or its Affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its Affiliates to entice such Clients away from the Company and/or its Affiliates or to damage in any way or interfere with the business relationship with the Company and/or its Affiliates or for the provision of substantially the same services provided to such Clients by the Company and/or its Affiliates; or
- iii Enter the employment of, or render any other services to, any person engaged in a business



which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) the Employee gains such knowledge during the term of employment or (iii) it is obvious to the Employee.

- iv During the employment period and for twelve (12) months after the termination of employment for any reason, Employee shall not, directly or indirectly: (i) solicit the Clients for the purpose of seeking to become employed or engaged by the Clients; (ii) interfere with, divert or attempt to divert, or take any other action that may cause the Clients to terminate or adversely alter its relationship with the Company; or (iii) provide any services to the Clients (iv) enter into any employment, consultant or contractual relationship with the Clients. Notwithstanding anything to the contrary, the restrictions set forth in this Section above shall apply only to Clients for whom Employee performed services during the employment period. If Employee breaches this paragraph, Employer shall be entitled to all damages that result from each and every individual breach, in addition to any other remedies, including equitable remedies, that Employer may have.

6. NON-COMPETE PROVISION. I agree that for the period of my employment with the Company, and for the period of six (6) months after the later of (i) the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company on account of my violation of any of the rules, regulations and policies of the Company or my failure to achieve the performance criteria of the Company, or (ii) the date a court of competent jurisdiction enters an order enforcing this provision, I will not directly or indirectly engage in, as an employee, associate, consultant, proprietor, partner, director or otherwise, or have any ownership interest in, or participate in any business, (where such work or business involves the development or use of similar or identical intellectual property or know-how/trade secrets as that of the Company) or (where such work or business is likely to result in the violation of my obligations contained herein and my obligations set forth in the Employee Proprietary Information, Inventions, and Non-Competition Agreement) within India or the United States of America. I acknowledge and agree that that every effort has been made to limit the restrictions placed upon me under this Agreement to those that are reasonable and necessary to protect the Company's legitimate interests.

7. NO CONFLICTING AGREEMENT OR OBLIGATION. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement or obligation of any kind made prior to my employment by the Company, including agreements or obligations I may have with prior employers or entities for which I have provided services. I have not entered into, and I agree I will not enter into, any agreement or obligation either written or oral in conflict herewith.

8. RETURN OF COMPANY DOCUMENTS. When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

9. LEGAL AND EQUITABLE REMEDIES. I recognize that in the course of employment with the Company, I will have access to Proprietary Information, to Third Party Information, and to employees, consultants, contractors, clients, and customers of the Company. I understand that because of this the Company may

sustain irreparable injury if I violate this Agreement. In order to limit or prevent such irreparable injury, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

10. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in the signature blocks below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

11. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of the Company, I authorize the Company to provide notice of my rights and obligations under this Agreement to my subsequent employer and to any other entity or person to whom I provide services.

12. GENERAL PROVISIONS.

12.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of India. I hereby expressly consent to the non-exclusive jurisdiction of the courts in India in any lawsuit filed there against me by Company arising from or related to this Agreement.

12.2 Arbitration. Except as provided herein, all disputes in relation to this Agreement shall be settled through arbitration to be conducted in Bangalore in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator to be jointly appointed by the Company and me. In the event the parties cannot agree upon a single arbitrator, the arbitration shall be conducted by three arbitrators, one each to be appointed by me and the Company respectively and the third to be appointed by the aforesaid two arbitrators. The arbitration proceedings shall be conducted in English.

12.3 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

12.4 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

12.5 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

12.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period.



This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or discussions between us on this subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

12.8 Compliance. In performing the Services contemplated under this Agreement and to the extent that the Company creates, accesses, receives, maintains or transmits certain Protected Health Information (PHI), the Employee agrees to comply with all the obligations, Company Policies, privacy laws, IT Act of 2000, and other related laws and any implementing regulations provisions as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place, and shall also govern the use and/or disclosure of PHI. The Employee shall keep the Clients name, PHI, patient records, identity or other information in the strictest confidence. During the term of this Agreement and for 12 months thereafter, the Employee shall not disclose, use, lecture upon, advertise or publish the name, identity or other information related to Clients, it's business, PHI, medical record, health related information, for whom the Employee has performed services, through any medium including but not limited to social media (including LinkedIn, Facebook, Twitter etc.), print media, unless an officer of the Company expressly authorizes such in writing.

Declaration:

I have read this agreement carefully and understand its terms. I have signed this agreement knowingly and voluntarily, without duress or reservation of any kind. This agreement shall be effective as of the first day of my employment with the company.


Dated: _____

(Signature)

(Printed Name)

(Address)

WinWire Technologies India Private Limited

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