

## **AGREEMENT REGARDING NON-DISCLOSURE OF INFORMATION, OWNERSHIP OF WORK PRODUCT AND NON-COMPETITION ("Agreement")**

You will be performing services for Accolite Digital India Pvt Ltd. a Hyderabad based company with principal place of business at Accolite Digital India Pvt Ltd. Floor: 4, Survey Numbers: 27/1, 27/2, 27/3 and 27/4, Fairfield by Marriott, Road No: 2, Nanakramguda, Gachibowli, Hyderabad ("ACCOLITE") in connection with either an engagement for a client of ACCOLITE ("Client") or an internal project of ACCOLITE. For the purposes of these terms, "ACCOLITE" shall mean Accolite Digital India Pvt Ltd. and its parent company, subsidiaries, affiliates, successors and assigns.

1. In performing these services, you will have access to proprietary and confidential information of ACCOLITE and/or the Client and, in order to permit ACCOLITE to provide you with such access, you agree that:

(a) Any information delivered or disclosed by ACCOLITE, the Client, or others acting on its or their behalf, to you incidental to or in connection with performance of the services or any information that comes to your knowledge otherwise, while being in the employment of ACCOLITE, whether such delivery or disclosure occurred before or after execution of this Agreement (collectively, the "Confidential Information"), shall be and remain the property of ACCOLITE or the Client. Such Confidential Information includes without limitation any information concerning ACCOLITE's or the Client's business, plans, operations, products, methods, procedures, customers, services, equipment, systems, and facilities and proprietary information, regardless of the form or method of communication.

(b) Confidential Information shall be used by you only to the extent necessary for performance of the services and may be duplicated for or disclosed to only those persons within ACCOLITE having a need to know for purposes of performance of your services. You shall not disclose the Confidential Information to any third party, unless specifically approved by ACCOLITE, and shall accord to all Confidential Information strict confidentiality protection as is necessary to prevent any other use, duplication, or disclosure. Upon completion of performance or termination of the services, you shall deliver to ACCOLITE or its authorized representative all items embodying Confidential Information then in your possession (including any copies thereof) and shall certify that all such items have been destroyed.

(c) The restrictions set forth above shall apply, notwithstanding the completion or the termination of your services. You will, upon termination of your employment with ACCOLITE or upon ACCOLITE 's request, reaffirm your recognition of the importance of maintaining the confidentiality of Confidential Information and reaffirm all of the obligations set forth in this Agreement.

2. With respect to the work product prepared by you during the course of your services, you agree that:

(a) ACCOLITE shall own all work product produced by you (whether alone or with others) hereunder, including, without limitation, deliverables, computer programs (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, trade secrets, know-how, and other information, whether copyrightable or patentable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property (collectively, "Work Product"). Such work product shall be deemed to be "works made for hire." You shall promptly and fully disclose to ACCOLITE any Work Product relating to any activities of ACCOLITE (including its clients) of which you are aware or become aware, conceived or developed by you alone or with others, during (a) the term of your employment, whether or not conceived during regular business hours, or (b) within one (1) year after termination of his/her employment if based on Confidential Information. To the extent that any of the Work Product may not, by operation of law, be "works made for hire," you hereby assign to ACCOLITE all ownership rights, including, without limitation, intellectual property rights, in such Work Product. ACCOLITE shall have the right to obtain and hold copyrights, patent rights, registrations and similar protection which may be available for such work product. You agree to give ACCOLITE such assistance as may be reasonably required to perfect such rights. To the extent the Work Product may not be considered such a 'Work Made for Hire', you agree to assign, and automatically assign to ACCOLITE at the time of creation of the Work Product, without additional consideration, any right, title, or interest you may have in such Work Product. You will (whether during or after your employment by ACCOLITE) execute such written instruments and do other such acts as may be necessary in the opinion of ACCOLITE to obtain a patent, register a copyright, or otherwise protect or enforce ACCOLITE's rights in such Inventions. You hereby irrevocably appoints ACCOLITE and any of its officers as your attorneys-in-fact to undertake such acts in your name. You will allow ACCOLITE to inspect any Work Product that you conceive or develop within one year after termination of your employment to determine if you are based on Confidential Information.

(b) You hereby provide a list of any pre-existing intellectual property rights ("pre-existing material"), that you own, co-own, or have otherwise got the rights to exploit. You shall not use any pre-existing material in any Work Product, unless specifically permitted by ACCOLITE in writing. However, to the extent that any of your preexisting materials are contained in the Work Product, you hereby grant to ACCOLITE an irrevocable, worldwide, perpetual, royalty-free license to such preexisting materials. Such license includes, without limitation, the right to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. You acknowledge and agree that ACCOLITE may transfer such rights to others without your approval. You confirm that you shall not bring any third party (including any previous employer's) proprietary or intellectual property to ACCOLITE nor use it or refer it in any way in the Work Product.

(c) Except for preexisting materials, you have no rights or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Work Product.

(d) You warrant and represent (i) that the Work Product shall be your original work and will not infringe upon or violate any patent, copyright, trade secret, contractual or any other proprietary right of others; (ii) that there exist no known rights, claims, causes of action or other legal rights or impediments; and (iii) that ACCOLITE's rights in such Work Product, as hereinbefore set forth, shall be free and clear of any encumbrances, liens, claims, judgments, causes of action or other legal rights or impediments.

(e) Your and ACCOLITE's rights and obligations in respect of all Work Product shall survive the completion or the termination of your services.

(f) This assignment obligation does not apply to Inventions which are conceived or developed entirely on your own time and for which you do not use any equipment, supplies, facilities, or Confidential Information of ACCOLITE or any of its customers, if such Inventions: (a) do not relate to the business or (current and reasonably anticipated) research and development efforts of ACCOLITE or ACCOLITE customer; and (b) do not result from any work performed by his/ her (alone or with others) for ACCOLITE.

3. You agree that during your engagement to perform services hereunder and, for two years thereafter, you will not provide to any Client for whom ACCOLITE has contracted your services or any contractor of any such Client, or solicit or offer to provide to any such Client or any contractor of any such Client, any software, services, or other products related to your services, whether directly or indirectly. You also agree that you will not solicit any ACCOLITE employees or contractors, either directly or indirectly, for any employment or other opportunities outside of ACCOLITE, for a period of two years after termination of your employment with ACCOLITE. You further agree that during the term of this Agreement, and for a period of two (2) years thereafter, you shall not, directly, or indirectly, provide any services to or for a competitor of ACCOLITE. Unless otherwise agreed by ACCOLITE in writing, you shall not perform any work, which would utilize, technology that infringes ACCOLITE intellectual property, or would involve an inevitable disclosure of ACCOLITE trade secrets.

4. The Employee represents that there are no other contracts to assign Work Product now in existence between the Employee and any other corporation or other third party, unless he/ she has so indicated on as an attachment to this Agreement, and unless a copy of any such contract is attached hereto.

5. You shall upon leaving employment with ACCOLITE, assist ACCOLITE in patenting any Work Product even after severance of employment by way of undertaking required formalities (at reasonable expenses paid by ACCOLITE) and for this purpose keep ACCOLITE informed of your addresses in the succeeding five years after leaving employment.

6. This Agreement shall be governed by and construed in accordance with the laws of India, and you voluntarily submit yourself to the jurisdiction of the courts of Hyderabad, Andhra Pradesh, India. You acknowledge that breach of this Agreement would cause irreparable damage to ACCOLITE the monetary value of which, you acknowledge, shall be extremely difficult to be ascertained. Therefore, you agree that, in addition to other remedies, ACCOLITE is entitled to a temporary restraining order, an injunction, or other equitable relief to prevent any such breach.

7. This is not an employment contract. This Agreement supersedes and replaces any existing agreement entered into by you and ACCOLITE relating generally to the same subject matter. This Agreement shall not be modified except in writing and signed by you and an authorized representative of ACCOLITE. This Agreement inures to the benefit of successors and assigns of ACCOLITE and is binding on your heirs and legal representatives. This Agreement survives termination of your employment with ACCOLITE. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be reformed to the minimum extent necessary to be valid and enforceable, and the validity or enforceability of the other provisions shall not be affected.

8. All notices and other communications provided for or permitted hereunder shall be in writing and delivered in person or sent through an internationally recognized commercial courier or by facsimile transmission at the addresses hereinbefore mentioned with attention to:

**You:**

**ACCOLITE:**

**Accolite Digital India Pvt Ltd.**

Floor: 4, Survey Numbers: 27/1, 27/2, 27/3 and 27/4, Fairfield by Marriott, Road No: 2, Nanakramguda, Gachibowli, Hyderabad – 500032, [www.accolite.com](http://www.accolite.com) CIN: U72900TG2018PTC125822

All such notices and communications shall be deemed to have been duly given and delivered: if delivered in person, when personally delivered to the address of the addressee; if delivered by commercial courier, five (5) business days after being dispatched; and, if sent by facsimile transmission or e-mail, when receipt is acknowledged. Any of the above addresses may be changed by notice given in accordance with this Section 8.

9. You understand that you may have independent legal counsel review this Agreement, at your own expense, on your behalf prior to execution.

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**Accolite Digital India Pvt Ltd.**

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**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the latest date set forth below:

The foregoing is agreed to by:

**ACCOLITE DIGITAL INDIA PVT LTD.**

\_\_\_\_\_  
("ACCOLITE")

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
("You")

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**Accolite Digital India Pvt Ltd.**

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