

**CONFIDENTIAL INFORMATION & INVENTIONS AGREEMENT****THIS AGREEMENT IS NOT AN EMPLOYMENT CONTRACT, EITHER EXPRESS OR IMPLIED**

Chandan S J This Confidential Information Agreement (this "**Agreement**") is entered into as of the date set forth below by \_\_\_\_\_ ("**you**" or "**your**"). In consideration of your employment by **Koch Business Solutions India Pvt Ltd** or any of its subsidiaries (your employer referred to as, the "**Company**"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby agree as follows:

**1. Maintaining Confidential Information.**

**a. Company Information.**

(i) For purposes of this Agreement, "**Confidential Information**" means any trade secrets, confidential or proprietary knowledge, data or other information of the Company, any of its affiliates or any third party for which the Company or any of its affiliates has an obligation regarding the protection of such information, that the Company or any of its affiliates may designate or otherwise treat as confidential, including without limitation information related to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business relationships, targeted potential customers or business relationships (including potential acquisition targets and divestitures), marketing, pricing, business plans, strategies, financial information or other subject matter pertaining to any business of the Company or any of its affiliates, clients, vendors, business partners, suppliers, consultants or licensees or other third parties having a business or contractual relationship with the Company or any of its affiliates.

(ii) At all times during your employment with the Company and thereafter, you will: (a) hold all Confidential Information in the strictest confidence, and (b) not use or disclose to any person or entity any Confidential Information, except (1) for the benefit of the Company and in the course of your duties to the Company as an employee of the Company, (2) as required by applicable law or regulation, or (3) as specifically permitted in writing by the Company. If an item of Confidential Information becomes permanently available to the general public without restriction, through no wrongful act or omission of yours, then you will no longer have the obligation to maintain the confidentiality and secrecy of such item. In the case of any disclosure compelled by court order or governmental subpoena, you will provide the Company with prompt written notice of such order or subpoena. Please also see the Notice of Defend Trade Secrets Act Immunity policy on your Company's intra-net site or bulletin board.

**b. Representations Regarding Former Employer Information.** You represent that the performance of this Agreement will not breach or conflict with any agreement or obligation to keep in confidence any information acquired by you before your employment by the Company. You have not entered into, and will not enter into, any oral or written agreement in conflict with this Agreement. Further, you will not, during your employment with the Company, improperly use or disclose any proprietary information or trade secrets of your former or concurrent employers or other parties to which you have confidentiality obligations (whether or not such obligations are specifically expressed in writing), and will not bring onto the premises of the Company any unpublished document or any property belonging to your former or concurrent employers or other parties to which you have confidentiality obligations, unless consented to in writing by such employers or other parties.

**c. Third Party Information.** The Company and its affiliates have received and in the future will receive from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. You will, during the term of your employment and thereafter, hold all such confidential or proprietary information of third parties in the strictest confidence and not disclose it to any person or entity or use it in any manner, other than as permitted by the agreement with such third party.

**2. Returning Company Documents.** Upon termination of your employment with the Company or upon the Company's request, you will deliver to the Company (and will not keep in your possession or deliver to anyone else) any and all depictions of Confidential Information, whether in tangible or intangible form, and all other property of the Company or any of its affiliates.

**3. Notification to New Employer.** You hereby consent to the Company notifying your subsequent employers and other third parties about your obligations under this Agreement.

**4. Further Assurances.** Upon the Company's request and without compensation, you will do all lawful acts, including the execution and delivery of documents and the giving of testimony and oaths, that the Company deems reasonably necessary or useful in obtaining, sustaining, reissuing, extending and enforcing any available registration and other protection or enforcement of Confidential Information or to carry out the terms of this Agreement.

**5. Remedies Upon Breach.** In the event of any breach or threatened breach of this Agreement by you, the Company will be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to enjoin you from violating this Agreement, to enforce the specific performance by you of this Agreement, and to obtain damages, but nothing herein contained shall be construed to prevent such remedy or combination of remedies as the Company may elect to invoke. The failure of the Company to promptly institute legal action upon any breach of this Agreement will not constitute a waiver of that or any other breach of this Agreement.

**6. Policies.** The obligations set forth in the Company's policies and procedures from time to time, including (without limitation) the Company's Code of Conduct, as such policies and procedures may be amended or revised from time to time, will be unaffected by this Agreement, and such obligations will be in addition to those set forth herein.

**7. Inventions and Assignment.** You acknowledge and agree that any inventions, copyrights, patents, trademarks, service marks, source codes, software, design rights, trade names, logos, corporate names, know how, work product, improvement or discovery, whether or not patentable, that you conceive, create, develop, make, or reduce to practice, whether alone or in conjunction with others during your employment by the Company (including during any period of employment with the Company before you sign this agreement) or within six months immediately thereafter are works made for hire (hereinafter referred to as "**Inventions**"). As such, you hereby assign and agree to assign to the Company all of your right, title and interest in all Inventions on a perpetual, worldwide and royalty free basis. You agree to disclose all Inventions to the Company, regardless whether you assert such inventions to be nonassignable, and will fully cooperate with the Company to protect the Company's interests in and rights to such Inventions (including, but not limited to, providing reasonable assistance in securing patent protection and/or copyright registrations and executing all documents reasonably requested by the Company, whether those requests occur before or after the end of your employment).

Any assignment of Inventions pursuant to this Agreement includes all rights of paternity, integrity, modification, disclosure and withdrawal, and any other similar rights in perpetuity throughout the world that may be known as or referred to as 'moral rights' ("**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, you hereby waive and agree not to enforce any and all Moral rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment.

You understand that this provision does **not** require you to assign any invention for which no equipment, supplies, facility, or Confidential Information of the Company was used and that was developed entirely on your own time and that: i) does not relate (at the time the invention was conceived or reduced to practice) to the Company's business, its actual or demonstrably anticipated research or development, or ii) does not result from any work you performed for the Company.

**8. Securities Law Compliance.** You agree to comply at all times with U.S. securities laws and hereby acknowledge that U.S. securities laws prohibit under certain circumstances any person with material, non-public information about an issuer of securities from purchasing or selling securities of such issuer or, subject to certain limited exceptions, from communicating such information to any other person.

**9. General Provisions.**

**a. Governing Law; Consent to Jurisdiction.** This Agreement will be governed by the laws of India and shall be binding on and enforceable against your heirs, executors, administrators and legal representatives and the assignees of any Inventions. You hereby consent to the exclusive personal jurisdiction of the courts located in [Mumbai/Bangalore] for any lawsuit filed by or against you under this Agreement or in connection with any Confidential Information. Nothing in this provision shall prohibit the Company from bringing an action to enforce this Agreement or any judgment obtained by the Company in connection with this Agreement in any other jurisdiction.

**b. Entire Agreement.** Except as specifically set out above (including, for example, Section 6), this Agreement sets forth the entire agreement and understanding between the Company and you, and supersedes all prior discussions and agreements between you and the Company, relating to the subject matter of this Agreement. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing signed by the party against whom such modification, amendment or waiver is to be enforced. This Agreement does not constitute a contract for a specific term of employment, and does not limit the Company's right to terminate your employment at any time and for any reason, with or without cause, or in compliance with any applicable collective bargaining agreement. No subsequent change or changes in your duties, salary or compensation, or termination of your employment will affect the validity or scope of this Agreement or confer any rights upon you.

**c. Severability; Survival.** If one or more of the provisions of this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. Except as otherwise set forth in this Agreement, your obligations under this Agreement shall survive the termination of your employment with the Company.

**d. Attorneys' Fees.** In the event of any litigation, or other proceeding concerning any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, the breach hereof or the interpretation hereof, the prevailing party will be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs incurred therein or in the enforcement or collection of any judgment or award rendered therein. The "prevailing party" means the party determined by the court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the party in whose favor a judgment is rendered. Further, in the event of any breach by a party under this Agreement, such breaching party shall pay all the expenses and attorneys' fees incurred by the other party in connection with such breach, whether or not any litigation is commenced.

**e. Electronic Signature.** This Agreement may be executed in one or more counterparts or duplicate originals, all of which taken together will constitute one and the same agreement. Electronically executed versions or a signature page through the DocuSign, Inc. electronic signing system will be deemed the same as an original executed signature page. At the request of the Company, you will promptly confirm all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

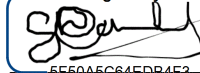
## Employment ID

Personnel Number

8/3/2020

Date

DocuSigned by:



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Employee Signature

Chandan SJ

Typed or Printed Name

***Please make copy for employee to keep.***