

EMPLOYEE CONFIDENTIALITY NON-COMPETITION AND INTELLECTUAL PROPERTY AGREEMENT

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("Agreement"), dated as of 26/07/2021 by and between **TIER5 TECHNOLOGY SOLUTIONS PVT. LTD.**

(the "Company") and **BISWARUP CHAKRABORTY** with his address at Ichapur Sreebhumi-A, Post office: Nawabganj, North 24 parganas, Police station: Noapara, Pin- 743144 (the "Employee").

WHEREAS, the Employee is an employee of the Company or has received a non-binding offer of employment from the Company; and

WHEREAS, as a result of employment by the Company and because of the nature of his/her responsibilities, the Employee has acquired or hereafter will acquire certain valuable trade secrets, proprietary data and confidential information;

NOW, THEREFORE, in consideration and as a condition of employment or continued employment by the Company the compensation paid therefor, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee hereby agrees and acknowledges as follows:

- 1. General Acknowledgments.** The Company possesses, or may in the future possess, certain valuable trade secrets, proprietary data and confidential information that has been created, discovered or developed by, or has otherwise become known to, the Company (including, without limitation, information created, discovered, developed by or made known to the Employee in the course of his or her employment by the Company), or in which the Company has proprietary rights (whether by license, assignment or otherwise). All such information, whether known on the date hereof or become known hereafter, is collectively referred to as "Confidential Information", which term shall include, without limitation, trade secrets, unpublished patent applications, processes, formulae, data, know-how, discoveries, developments, designs, improvements, inventions, techniques, laboratory notebooks, marketing, research and development, clinical and business development plans, regulatory filings and correspondence, strategies, forecasts, new products, software, software documentation, unpublished financial statements, budgets, projections, contract terms, licenses, prices, costs and customer and supplier lists; provided, however, that "Confidential Information" shall not include information (i) in the public domain by publication through no fault of the Employee or (ii) lawfully received by the Employee from a third party who was under no obligation of confidentiality with respect thereto. In view of the foregoing, the Employee acknowledges that it is reasonable and necessary for the protection of the goodwill and Confidential Information of the Company that he/she undertake the obligations contained in this Agreement regarding his/her conduct during and subsequent to his/her employment by the Company.



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2. **NonDisclosure/NonUse.** The Employee acknowledges and agrees that all Confidential Information and rights relating thereto shall be and remain the sole and exclusive property of the Company. The Employee, while in the employ of the Company and at all times thereafter, will not, without the express prior written consent of the Company, directly or indirectly, communicate or divulge to, or use for the benefit of himself/herself or of any person, firm, partnership, entity or corporation, or permit others to use or disclose, any of the Confidential Information. The Employee shall not use Confidential Information in any way or in any capacity other than as an employee of the Company to further the interests of the Company. Notwithstanding the foregoing, the Employee may disclose or use such Confidential Information only to

the extent that disclosure or use thereof is required (1) in the course of his/her employment with the Company and consistent with the promotion of its best interests, or (2) by a court or other governmental agency of competent jurisdiction, provided the Employee promptly notifies the Company and cooperates fully with the Company in obtaining any available protective order or the equivalent thereof prior to the disclosure of such information; provided, further that any Confidential Information shall continue to be subject to this Agreement for other purposes to the extent it is subject to a protective order or the equivalent. The Employee agrees that any property situated on the Employer's premises, including memory sticks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. At any time upon request of the Company, and in any event promptly upon termination of his/her employment with the Company, the Employee shall transfer and deliver all documents and other materials relating to the Employee's work for the Company, without retaining any copies, notes or excerpts thereof, in any medium or form. The Employee will destroy any related computer entries on equipment or media not owned by the Company. The Company shall be under no obligation to pay to the Employee any sums of money then due to the Employee from the Company or becoming due thereafter until the Employee has complied with the provisions of this Paragraph 2.

3. **Ownership of Inventions and Intellectual Property.** The Employee agrees that all activities in which he/she is or will be engaged by the Company during the course of his or her employment with the Company are being conducted for the benefit of the Company. Any and all inventions, conceptions, discoveries, processes, compounds, applications, devices, formulae, and improvements or refinements of current or future Company products or services, whether or not patentable or copyrightable, that the Employee may solely or jointly conceive, discover, make or reduce to practice during the period of his or her employment with the Company or for a period of one year after termination of his or her employment with the Company (whether or not conceived, discovered, made or reduced to practice by the Employee at the Company's facilities or during regular business hours or utilizing resources of the Company), and which relate in any way to or arise out of the Company's actual and/or anticipated scientific, development or business activities or products, including planned or proposed activities or products (collectively hereinafter referred to as "Inventions"), and the benefits and/or rights resulting thereof, shall be or shall immediately become the sole and exclusive property of the Company. The Employee shall promptly and fully disclose to the Company each such Invention and shall communicate to the Company, without cost or delay, all

available information and data with respect thereto to the Company. The Employee further agrees that all original works of authorship, including, but not limited to, any and all reports, protocols, publications, software, systems and writing or compilations of data of every kind and description prepared or devised by the Employee or under his discretion while employed by the Company, and which relate to or arise out of the actual and/or anticipated scientific, development or business activities or products of the Company (collectively hereinafter referred to as “Works”) shall be the sole and exclusive property of the Company. The Employee acknowledges that all such Works that may be protectable by copyright constitute “works made for hire” as that term is defined in the Indian Copyright Act, 2012 To the extent that the Works are not “work made for hire,” as defined in the Indian Copyright Act, 2012, and/or the Inventions and/or Works are not or do not become solely and exclusively the property of the Company, the Employee hereby irrevocably assigns any and all rights, title and interest the Employee may have or acquire in such Inventions and/or Works, and benefits and/or rights resulting therefrom, solely and exclusively to the Company. The undersigned acknowledges that the assignment of his/her rights, title and interest in and to any and all such Inventions and/or Works, and benefits and/or rights resulting therefrom, is deemed effective upon conception of such Inventions and/or Works. Notwithstanding the foregoing, the Employee agrees to execute such instruments of transfer, assignment, conveyance or confirmation and such other

documents as the Company may request to evidence, confirm or perfect the assignment of all of the Employee’s right, title and interest in and to any Inventions and/or Works.

4. **Securing, Protecting and Enforcing Intellectual Property.** The Employee, without further consideration and upon request by the Company, agrees to cooperate and assist the Company, or its designee, at the Company’s expense, in every reasonable way to secure, protect and enforce the Company’s rights in the Inventions and/or Works and any copyrights, patents, trademarks, trade secrets, mask work rights or other intellectual property rights in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of any and all applications, specifications, oaths, assignments and all other instruments and/or documents that the Company may deem necessary in order to secure, protect and enforce such rights. In the event the Company is unable, after reasonable effort, to secure the Employee’s signature on any assignments, letters patent, copyright or other analogous protection relating to an Invention and/or Work, for whatever reason, the Employee hereby irrevocably designates and appoints the Company, and its duly authorized officers and agents, as the Employee’s agent and attorney-in-fact, to act for and in his/her behalf and stead to execute and file any such instruments and/or documents and to do all other lawfully permitted acts to further the ownership, prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by the Employee. This power of attorney is coupled with an interest on the part of the Company and is irrevocable.

5. **Absence of Restrictions Upon Disclosure and Competition.** The Employee represents and warrants that: (i) his/her performance of all of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to (A) keep in confidence proprietary information or trade secrets acquired by him/her in confidence or in trust prior to his/her employment by the Company, or (B) refrain from competing, directly or indirectly, with the business of any previous employer or other party; (ii) the Employee has returned all documents and materials belonging to any of his/her

former employers; (iii) the Employee will not disclose to the Company or induce any of the Company's employees to use proprietary information or trade secrets of any of his/her former employers; and (iv) the Employee has not entered into, and hereby agrees that he/she will not enter into, any agreement either written or oral in conflict herewith.

I agree that during my employment I shall not participate directly or indirectly, in any capacity, in any business or activity that is in competition with Tier5 Technology Solutions without prior disclosure and approval. I agree that for twelve months after termination (whether voluntary or involuntary) of my employment with Tier5 Technology Solutions, I will not, directly or indirectly, provide the Same or Similar Services on behalf of any client to which Tier5 Technology Solutions assigned me to perform services on behalf of, or a prospective client to which Tier5 Technology Solutions has proposed my services in any capacity including as an employee, owner, manager, agent, advisor, consultant, or independent contractor. I further understand that Tier5 Technology Solutions may, at its sole discretion and upon receiving full disclosure from me, consent in writing to actions by me that would otherwise violate the provisions of the above saying.

6. **Confidential Information of Third Parties.** The Employee acknowledges that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. The Employee agrees that he/she owes the Company and such third parties, while in the employ of the Company and at all times thereafter, a duty to hold all such

third-party confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except in a manner that is consistent with the Company's agreement with the third party) or use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with the third party), unless expressly authorized in writing to act otherwise by an officer of the Company.

7. **Non-Solicitation.** The Employee agrees that, while in the employ of the Company and for a period of two years following the end of his/her employment with the Company, the Employee will not, without the express prior written consent of the Company, either directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any other person, persons, partnership or corporation: (i) divert or attempt to divert any business or any customer of the Company to any competitor by direct or indirect inducements or otherwise; or (ii) employ or seek to employ or engage as an independent contractor any person who is at that time employed by the Company, or otherwise to induce such person to leave his or her employment thereafter.

8. Miscellaneous.

- 8.1. Certain Remedies.** The parties agree that any breach of this Agreement by the Employee would cause substantial and irreparable harm to the Company for which the Company would have no adequate remedy at law and for which an award of monetary damages would be wholly inadequate. In the event of any such breach or threatened breach, the Company shall have the right to an injunction, specific performance or other equitable relief, in addition to any other legal rights or remedies which it may have available, and the Employee shall be responsible for the Company's costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in enforcing any of the covenants of this Agreement.
- 8.2. Notification.** The Employee hereby consents to the Company's notification, during and at any time after the termination or expiration of Employee's employment with the Company, of any employer or other third party of the Company's rights and his/her obligations under this Agreement.
- 8.3. No Employment Obligations.** This Agreement shall not be construed as an employment or consulting agreement and shall not create any right of continued employment for any period of time and does not change the "at-will" nature of the Employee's employment.
- 8.4. Severability.** Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.
- 8.5. Survival, Assignment and Benefit.** This Agreement may not be assigned by Employee. The terms of this Agreement shall survive the termination of the Employee's employment by the Company and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns. The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.
- 8.6. Entire Agreement.** The Employee acknowledges receipt of this Agreement, and agrees that with respect to the subject matter hereof it contains the entire understanding and agreement with the

Company, superseding any previous oral or written communication, representation, understanding or agreement with the Company or any representative thereof.

8.7. Amendments and Waiver. This Agreement may not be altered, modified or waived in whole or in part, except in writing, signed by the Employee and the Company. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. The Employee agrees that any change or changes in his or her duties, salary or compensation after the signing of the Agreement shall not affect the validity or scope of this Agreement.

Notice. All notices, requests, demands and any other communications hereunder shall be made in writing and shall be deemed to have been duly given if delivered in person or sent by registered or certified mail, postage prepaid, or by recognized overnight courier, if to the Company at the address of its principal office, Attention: President, and if to the Employee at the address appearing above. Any party may change its or his/her address for notice hereunder by giving notice of change of address in the manner herein provided.

THE EMPLOYEE HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING AGREEMENT
AND UNDERSTANDS AND AGREES TO EACH AND EVERY PROVISION.

Dated: _____

Employee's Signature

AGREED TO AND ACCEPTED BY:

[Company]

By: _____

Name:

Title

Dated: _____