

Confidentiality, Intellectual Property Assignment and Benefits Waiver Agreement

This Agreement supersedes all prior agreements with respect to the subject matter hereof.

During the times that my contracting company, **TalentDesk Services Limited** ("**Company**"), assigns me to work at Veeva Systems Inc. or any of its subsidiaries (collectively, "**Veeva**"), I may have access to confidential or proprietary information of Veeva or another third party partner, or vendor of Veeva, including but not limited to financial information, data, customers, business plans, pricing, product documentation (including software hosting and security practices), product demonstrations (including screen shots from such demonstrations), and product functionality not available except by use of a login and password, technical, production, and computer systems information or documentation ("**Confidential Information**").

I shall hold in confidence all Confidential Information which may come to my attention. I shall not disclose such information to any third party not or use such information for my own or anyone else's benefit at any time. I shall notify Veeva immediately of any inadvertent access to any such information by third parties while it is in my possession. Such agreement of confidentiality will not apply to information (a) developed by me outside the terms of this Agreement and independent of any knowledge learned from Veeva; (b) in the public domain or which comes into the public domain through no fault of mine; or (c) disclosed to me by third parties not under any duty to Veeva not to disclose.

Any and all inventions, discoveries and innovations, documents, materials, software (including source code), information and deliverables (whether copyrightable or not), directly and proximately conceived or developed as a result of or in connection with services I perform while assigned to Veeva will be promptly disclosed to Veeva and will be the sole property of Veeva. At Veeva's request and expense, I will execute such documents and take such other steps as Veeva deems necessary or appropriate to obtain, vest, confirm, or records ownership of all right, title, and interest in the foregoing in Veeva's name, including without limitation patent, trademark, and copyright ownership.

I acknowledge that I will not be an employee of Veeva for any purpose and my assignment will not entitle me to participate in any benefit plan or program for employees of Veeva ("**Veeva Benefits**"). In consideration of my assignment by Company to provide services to Veeva, I hereby (i) waive any and all rights I may have to be covered under Veeva's worker compensation policies, regardless of the length of my assignment to Veeva by Company and whether I am held to be a common-law employee of Veeva for any purpose, and (ii) waive any claim or right that I may have, now or in the future, to Veeva Benefits and agree not to make any claim for such Veeva Benefits.

I will not remove any items from Veeva's facilities in order to provide deliverables to Veeva or for any other reason without the prior written consent of the Veeva manager and completion of a receipt.

Signature:

Printed Name:

Date:

Address: