

16 Oct 2025

Ms.Indranjana Chatterjee,
134/6/1 Sathghora Lane, Baksara
Howrah, West Bengal 711110

Dear Indranjana Chatterjee,

RE: Appointment Letter

Upon review of your application, and based on the interview and discussions held, Hyland Software Solutions India LLP ("**Hyland India**") is pleased to issue you this appointment letter ("**Letter**"). We would like to welcome you to Hyland India and hope our relationship will be mutually beneficial. The following terms and conditions shall govern our relationship:

1. Commencement of Employment:

- 1.1. With effect from **1 July 2026** you will commence employment with Hyland India.
- 1.2. Your employment with Hyland India is subject to you being free from any contractual restrictions preventing you from accepting this Letter.

2. Job Title:

Your job title will be **Developer 1**, and you will report to Manager Software Engineering.

3. Probation Period:

You shall be under probation for a period of three (3) months, during which period your performance shall be monitored closely. Upon completion of the probation period, a decision will be taken regarding the confirmation of your service. In the event that the employment is confirmed, you will be issued an e-mail/letter of confirmation. During the probation period, Hyland India may terminate you without notice, and without assigning any reasons thereof. Subject to the successful completion of the period of probation and the confirmation of employment, the term of your employment with Hyland India shall continue until terminated in accordance with the "Termination" clause below.

4. Remuneration:

- 4.1. Your remuneration, perquisites and benefits will be as set out in **Schedule I** hereto.
- 4.2. All payments made by Hyland India to you shall be subject to the withholding of taxes as applicable under Indian laws. Notwithstanding anything to the contrary contained herein, it is expressly agreed that you shall be solely responsible/liable for any income tax and all other applicable taxes arising out of the payments made by way of remuneration or otherwise. You hereby authorize Hyland India to deduct from your remuneration all debts owed by you to Hyland India.
- 4.3. Hyland India values all employees' efforts and contribution as part of their employment with Hyland India. In recognition of your continued support of Hyland India, you will be entitled to an annual fixed bonus (as set out in Schedule I hereto) on a pro-rated basis, subject to your Bonus Eligibility (*defined below*). The fixed bonus

(and where applicable, on a pro-rated basis) is annually payable to eligible employees with Hyland India ("Bonus Eligibility").

- 4.4. All business expenses incurred by you on behalf of Hyland India shall be reimbursed by Hyland India in accordance with Hyland India's policy.
- 4.5. Based on your revised job title and profile, if any, Hyland India reserves the right to amend, modify, or revise the remuneration structure provided in Schedule I.

5. Place of Posting:

- 5.1. Your place of posting will be in Kolkata, India
- 5.2. Hyland India may, after giving you reasonable notice, transfer or assign your service to any place of business of Hyland India that may be presently operating, or which may subsequently be acquired or established, in any part of India or abroad. While every attempt will be made to give you reasonable advance notice of such transfer/assignment, in case of emergency, such transfers/assignments may be made effective immediately.
- 5.3. Hyland India may also depute you to work, or assign your services to any affiliate, associate, sister concern of Hyland India or any other company/concern/organization/firm with whom Hyland India may make such arrangement.
- 5.4. You may be required by Hyland India to make such tours as may be necessary in the interest of Hyland India's business or as you may be directed by Hyland India. Hyland India shall reimburse to you all reasonable expenses incurred by you as per Hyland India's policy.

6. Hours of Work:

- 6.1. You shall attend the office on every working day during office working hours.
- 6.2. The normal working hours are from 10:00 a.m. to 6:00 p.m., Monday through Friday. You may be required to work outside these hours and in specific shifts. Your salary takes into account the requirement to work overtime.

7. Leave/Holidays:

Hyland India has a leave policy which is prepared by the management of Hyland India. You shall adhere to the leave policy and to any amendment thereof.

8. Duties:

- 8.1. You shall perform your duties with diligence and devotion. While in the employment of Hyland India, you are in no way allowed to be employed with any other organization on a temporary or part time basis or offer your services with or without consideration to any physical person, legal entity or public authority or to be occupied in your own business without the prior written consent of Hyland India.
- 8.2. You will perform to the best of your ability all the duties, as are inherent in your post and such additional duties as Hyland India may call upon you to perform, from time to time.
- 8.3. You agree that you will defend, at your own expense, and will indemnify and hold Hyland India harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits and proceedings asserted or brought against Hyland India on account of your breach of terms and conditions of this Letter, Confidentiality and Intellectual Property Assignment Agreement or on a claim that any materials, software or other writings or articles developed by you for Hyland India during the course of your performance hereunder constitute an infringement of intellectual property right of any third party.

- 8.4. Without prejudice to the generality of aforesaid, your specific duties are set out in **Schedule II** hereto. However, the duties as set out in Schedule II are illustrative, and you may be asked to perform such other duties as determined by Hyland India from time to time.
- 8.5. You will always maintain in good condition Hyland India's property, which may be entrusted to you for official use during the course of your employment and shall return all such property to Hyland India prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by Hyland India.

9. Data Privacy:

- 9.1. By accepting employment with Hyland India, you permit Hyland India to use your personal information or sensitive personal data/information as provided or may be provided to Hyland India in connection with your employment and stored by Hyland India in electronic medium.
- 9.2. Thus, in connection with your employment, Hyland India is entitled to collect, store, analyze and even share your personal information or sensitive personal data or information with Hyland India's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.
- 9.3. For avoidance of doubt, Hyland India shall not be responsible for authenticity of the information provided by you. You may choose to withdraw this consent by writing to Hyland India. However, your employment is contingent upon your continued consent to Hyland India's usage of your personal information or sensitive personal data/information as mentioned above.

10. Hyland India's Policies:

Apart from the terms and conditions of the Letter, you shall also be governed by Hyland India's policies, rules and regulations as applicable, enforced, amended at Hyland India's sole discretion, from time to time.

11. Borrowings/Accepting Gifts:

You will not borrow or accept any money, gift, reward or compensation from any person including Hyland India's client/supplier for your personal gains which will impair your ability to perform your duties in a fair and unbiased manner.

12. Retirement:

You are liable to retire on reaching the age of 60 years. For avoidance of doubt, you shall retire at the end of the month in which you attain the age of 60.

13. Confidentiality and Intellectual Property Assignment Agreement:

You are required to separately execute and deliver to Hyland India a Confidentiality and Intellectual Property Assignment Agreement.

14. Termination:

- 14.1. Your appointment can be terminated by Hyland India, without cause, by giving you no less than 2 months of prior notice in writing or salary in lieu thereof. You may terminate your employment with Hyland India, without cause, by giving no less than 2 months of prior notice or salary in lieu thereof.

Provided that where such termination notice is served by you on Hyland India, you shall be obliged to serve Hyland India for the entire notice period failing which Hyland India shall be entitled to an amount equivalent to unserved notice period as compensation. However, if deemed fit, Hyland India, in its discretion, may accept your resignation effective any date during the notice period and pay salary for the period remaining between the date of relieving you and the end of the notice period. Where the termination notice is served by Hyland

India upon you, Hyland India shall be entitled to terminate your services immediately by paying salary in lieu of the notice period or of any unexpired period thereof.

14.2. Your appointment will cease immediately without any notice:

- (i) upon your retirement or death;
- (ii) if you are found by a competent legal and/or medical authority to be suffering from a permanent or continuous disability such that you are permanently prevented from rendering services to Hyland India; or
- (iii) if you become bankrupt or enter into any arrangement or composition with your creditors.

14.3. On the termination of your employment for whatever reason, you will return to Hyland India all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and confidential information, in your possession or under your control relating to your employment or to Hyland India's/clients' business affairs. Also, upon termination, you shall cease to hold all positions in Hyland India and/or power of attorneys, if any, issued in your favor shall stand revoked.

15. Notices:

- 15.1.** All notices may be given by you to Hyland India at its registered office address or to office address where you are working. Any such notice may be given by Hyland India to you at the address provided by you in the official records.
- 15.2.** All notices or writings required or permitted to be given or delivered will be in writing and will be delivered by recognized courier, personal service or by registered post with acknowledgement due or speed post with acknowledgement due, addressed at the respective address of concerned party.
- 15.3.** Any such notice shall be deemed to have been duly served immediately, if served personally; or shall be deemed to have been duly served after 7 days after posting of the notice, if served or given by well recognized courier/registered post with acknowledgement due/speed post with acknowledgement due.

16. Governing Law/Jurisdiction:

- 16.1.** Your employment with Hyland India is subject to Indian laws.
- 16.2.** All disputes shall be subject to the exclusive jurisdiction of the courts in your principal place of work.

17. Modifications and Waivers:

- 17.1.** No provision herein shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of Hyland India (other than you).
- 17.2.** No waiver by either party of any breach of, or of compliance with, any condition or provision of this Letter by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

18. Whole Agreement and Assignment:

- 18.1.** No other agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth herein have been made or entered into by either party with respect to the subject matter hereof.
- 18.2.** This Letter and Confidentiality and Intellectual Property Assignment Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

18.3. This Letter and Confidentiality and Intellectual Property Assignment Agreement and all of your rights and obligations hereunder are personal to you and shall not be transferred or assigned by you at any time. Hyland India may assign its rights under these to any entity that assumes Hyland India's obligations hereunder in connection with any sale or transfer of all or a substantial portion of Hyland India's assets to such entity.

19. **Headings:**

The headings are for ease of reference only and shall not affect the meaning or interpretation of any clause in this Letter.

20. **Acceptance of this Letter:**

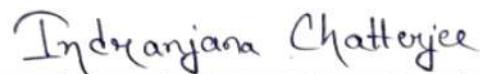
Please confirm your acceptance of this Letter by signing and returning the duplicate copy of (i) this Letter, (ii) the Confidentiality and Intellectual Property Assignment Agreement and (iii) personal information as requested in **Schedule III**. These documents must be returned within 7 (seven) calendar days of receipt of this Letter.

We are enthusiastic and pleased that you are going to be part of Hyland India and hope that working with Hyland India will be an enriching experience for you.

Yours sincerely,

For Hyland Software Solutions India LLP

Signed and Accepted By:



Printed Name: RUPA GANGULY

INDRANJANA CHATTERJEE

Date: _____

Date: 16 October, 2025

SCHEDULE I

(Refer Clause 4)

COST TO THE COMPANY ("CTC")

Job Title	Developer 1	
Components	Monthly	Annual
Basic	32768	393215
HRA	16384	196608
Fixed Bonus*		32768
Special Flexi	12555	150656
Meal Allowance	2200	26400
EPF (Employer Contribution)	4196	50354
Annual Fixed Compensation		850000

Notes:

1. **Merit Review Process:** Hyland India has annual merit review process which is handled by the management of Hyland India. Any decisions with respect to annual merit are at the discretion of the management of Hyland India.
2. **Statutory Benefits:** You shall be entitled to statutory benefits like maternity benefits (if applicable), compensation on suffering injury due to accidents or compensation on contracting occupational disease, gratuity, statutory bonus, leave encashment, etc. in accordance with the applicable laws.
3. **Contractual Benefits:** You may be eligible to benefits such as insurance cover, performance bonus as per Hyland India's policy made applicable to employees of your grade/cadre.

SCHEDULE II

DESCRIPTION OF YOUR DUTIES

(Refer clause 8.4)

The Developer is responsible for the overall performance of the product through applying principles of software engineering to the design, development, maintenance, testing, and evaluation of the software. The Developer ensures timely delivery of high-quality software within the release timelines and guidelines.

Position Responsibilities:

- Develop code based on functional specifications through understanding of product code
- Test code to verify it meets the technical specifications and is working as intended before submitting to code review
- Create and apply automated tests and test principles to software changes including (but not limited to) unit tests
- Follow prescribed standards and processes as applicable to software development methodology including planning work estimation solution demos and reviews
- Assist and contribute to peer code reviews
- Read and understand basic software requirements
- Assist with the implementation of a delivery pipeline including test automation security and performance
- Assist with team or product documentation
- Assist in troubleshooting and responding to production issues to ensure the stability of the application
- Comply with all corporate and departmental privacy and data security policies and practices, including but not limited to, Hyland's Information Systems Security Policy.

SCHEDULE III

PERSONAL INFORMATION

(Refer clause 20)

Employee's Details

My date of birth is 18 August , 2003

My PAN is COHPC4014F

My Aadhar number is 484208048594

The name and address of my next kin is

Name: Mr. / Ms. Indrajit Chatterjee

Address: 134/6/1 Sathghora lane, Baksara ,Howrah - 711110

Relationship: Father

Contact Details: +91 6290243162

Email: indrajitmf@gmail.com

**References:**

The Name, Address and Relation of the 2 references are:-

1. Name: Mr./Mrs./Ms.: Varsha Poddar
Address: 60/22, Gouri Bari Lane , 3rd floor Kolkata - 700004
Relationship: College Mentor
Contact Details: +91 9883256806
Email id: varsha.poddar@uem.edu.in
1. Name: Mr./Mrs./Ms. Sanjoy Gupta
Address: IEM , Gurukul Building, Y-12 Sec-V , Salt Lake Electronics Complex, Kolkata - 700091
Relationship: Teacher
Contact Details: +91 9083819023
Email id: sanjoy.gupta@iem.edu.in
2. I understand that as a policy, Hyland India conducts background checks of all new employees. This appointment is conditional upon Hyland India receiving satisfactory results from a background check, which shall include without limitation interviewing past and current employers and verifying education and qualification details provided by me. Hyland India shall have the right to terminate my services without notice or payment in lieu of notice, if the information provided by me at the time of the interview or as part of my application or resume is subsequently found to be false or misrepresented.

Name: INDRANJANA CHATTERJEE

Signature.....Indranjana ChatterjeePlace Howrah, West BengalDate 16 October ,2025

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This agreement is between the undersigned employee, hereinafter referred to as "**Employee**" and Hyland Software Solutions India LLP, hereinafter referred to as "**Hyland**" or "**Company**".

In consideration of Employee's employment with Hyland and of the payment of salary or wages paid or to be paid to Employee, Employee agrees:

- (1) **EMPLOYMENT** – This agreement is not an employment agreement and does not assume Employee continuing employment with Hyland for any term or period. Employee understands that his or her employment with Hyland can be terminated by either party at any time, for any reason or no reason in accordance with the provisions set out in the appointment letter.
- (2) **CONFIDENTIALITY** – Employee will not, either during the period of employment or thereafter, except as authorized or directed by Hyland in writing, disclose to others or use for Employee's or any others' benefit any Confidential Information (as defined Annexure A) relating to Hyland's business or disclosed to Hyland by other parties (such as persons or organizations having a contractual relationship with Hyland) which comes to Employee's knowledge during employment with Hyland. Without prejudice to the generality of the foregoing, Employee shall also abide with the obligations as set out in **Annexure A** to this agreement.
- (3) **RETURN OF RECORDS** – On termination of employment, Employee shall deliver to Hyland all Confidential Information and assets of the Company of any nature that are in Employee's possession or under Employee's control and that are prepared or acquired in the course of Employee's employment relationship with Hyland. Further, Employee agrees not to take with him/her information or data of any description or reproduction of any information that relates to the business of Hyland or to parties in a contract relationship with Hyland.
- (4) **OUTSIDE EMPLOYMENT** – Employee will not engage in the performance of outside employment activities without the express prior written consent of Hyland.
- (5) **ASSIGNMENT OF INTELLECTUAL PROPERTY** – Except as provided below, Employee will promptly disclose and hereby assigns all right, title and interest to Hyland, free from any liens, claims or obligations to Employee or any other party, Intellectual Property (as defined below) that Employee, individually or jointly, has made, invented, created, discovered, conceived, written, developed, designed or originated or may make, invent, create, discover, conceive, write, develop, design or originate that (a) relates to the business of Hyland or any of its affiliates, or any of the products or services being developed, marketed, distributed, planned, sold or otherwise provided by Hyland or any of its affiliates; (b) results from tasks assigned to Employee by Hyland or any of its affiliates; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by Hyland or any of its affiliates. Such Intellectual Property and the benefits

thereof are and will immediately become the sole and absolute property of Hyland, its nominee, or its successors and assigns under applicable laws, including but not limited to patent, copyright, and trade secret laws in addition to those governing moral rights. All such assignments shall be in perpetuity, worldwide and royalty free. Employee warrants that he or she has no obligation to assign the property described in this Paragraph (5) to any other party. This provision does not apply to those items excepted in Paragraph (9) hereof.

For the purpose of this agreement, "**Intellectual Property**" means, on a worldwide basis, all patents including any patent additions or divisions, copyrights, including derivative works, trade secrets, service marks, trademarks, trade names, trade dress, internet domain names, improvements, ideas, concepts, processes, projects, methods, software, inventions, discoveries, designs, mask works, integrated circuits or any other work and all other proprietary and intellectual property rights, including all moral rights therein.

- (6) **COOPERATION** – Employee will, without expense to Employee, fully cooperate with Hyland in (a) perfecting, protecting, maintaining and or enforcing Hyland's rights in the Intellectual Property and/or Confidential Information in any jurisdiction; and (b) applying for and securing in the name of Hyland or its designees the Intellectual Property described in Paragraph (5) above in each country in which Hyland or its nominee may desire to secure protection. Hyland shall have sole discretion to select the jurisdictions in which the Intellectual Property and other proprietary rights in Confidential Information will be registered/protected. Employee will promptly execute all proper documents (including power of attorney) presented to him/her for signature and do all things reasonably required to enable Hyland or its nominees to secure such protection, or if necessary, to further transfer legal title therein. To the extent the applicable laws of the selected jurisdictions allow, Employee hereby irrevocably and unconditionally assigns any and all rights including moral rights in any Intellectual Property and Confidential Information in favour of Hyland or its nominees. Employee further agrees that he/she shall do nothing, during or after the employment, to affect the validity of Hyland's right, title and interest in the Intellectual Property.
- (7) **INFORMATION AND TESTIMONY** – Employee will, without expense to Employee, give such true information and testimony, under oath if requested or as may be required by Hyland relative to any Intellectual Property or Confidential Information. Employee shall promptly provide a brief note of any Intellectual Property made, invented, created, discovered, conceived, written, developed, designed or originated during the course of his/her employment with Hyland and that is related to Hyland's business.
- (8) **ASSIGNMENTS OF COPYRIGHTS** – Without prejudice to the generality of Paragraph (5) above, Employee conveys the right to register and to assent to, and assist in the registration or renewal or extension of, copyrights by Hyland in respect of any copyrightable Intellectual Property described in Paragraph (5), unless excepted in Paragraph (9) or by written consent of Hyland. It is also clarified that the provisions of section 19(4), section 19(5) and section 19(6) of the Copyright Act, 1957 shall not be applicable to this agreement.

(9) **INTERESTS OF EMPLOYEE** – As to inventions, applications for patent, and copyrightable material (property) in which Employee presently holds an interest, and which are not subject to this agreement:

Employee has no such property.

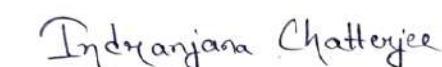
[] Employee has attached separate pages(s) fully describing all such property.

(10) **GENERAL:** In the event of any violation of this agreement by Employee, in addition to other remedies Hyland may have, Hyland will have the right to an immediate injunction and the right to recover its attorney's fees and court costs incurred to enforce this agreement. The meaning, effect, and validity of this agreement will be governed by the laws of India. The courts in Employee's principal place of work shall have the exclusive jurisdiction over all disputes or claims between Employee and Hyland. No waiver of any right or remedy relating to this agreement will be binding on Hyland unless in writing and signed by an authorized representative of Hyland. This agreement contains all the terms of your understanding with Hyland regarding the subject matter herein and supersedes any previous oral or written communications with Hyland regarding the same. This agreement may not be modified or changed except in writing signed by Employee and an authorized representative of Hyland. The obligations under this agreement shall survive the termination of Employee's employment with Hyland.

The parties have signed this agreement on 16 October, 2025.

For Hyland Software Solutions India LLP

Hyland Representative Signature



Employee Signature

Hyland Representative Printed Name:

Employee Printed Name:

RUPA GANGULY



INDRANJANA CHATTERJEE

Annexure A

1. With respect to Confidential Information, the Employee agrees that during the employment with the Company and thereafter in perpetuity, regardless of the reason for the termination of employment, the Employee shall
 - 1.1. hold the Confidential Information in strict confidence, and will not, or permit any other person or entity to, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give and/or disclose the Confidential Information to any unauthorized person or entity;
 - 1.2. neither directly nor indirectly divulge and/or disclose to any person or entity and/or use, other than for any legitimate business purposes of the Company, any Confidential Information;
 - 1.3. take all reasonable steps to minimize the risk of disclosure of the Confidential Information to unauthorized persons, and to ensure the proper and secure storage of any such Confidential Information;
 - 1.4. not use for Employee's own benefit, or for the benefit of any other person or entity, or divulge or communicate to any person or entity, except to those officials of the Company who are entitled to receive such Confidential Information, any of the Confidential Information that Employee may receive or obtain in relation to the Company's affairs, the Company's clients, or the Company's work on any processes or Intellectual Property that is carried on or used from time to time by the Company;
 - 1.5. not make or communicate any Confidential Information or any statement (whether written or oral) or cause any other person to make or communicate any Confidential Information or any statement to any representative of the press, television, radio, or other media and not write any article for the press or otherwise on any matter connected with or related to the business of the Company without the prior written approval of the Company.
 - 1.6. not share/sell to any third party, any Confidential Information except with the written permission of the Company.
2. If Employee is uncertain as to whether any information constitutes Confidential Information or Intellectual Property, Employee shall, prior to the disclosure and/or use thereof, request the Company in writing to decide thereon, and Employee undertakes to abide by the Company's decision.
3. Employee undertakes that if he or she at any stage becomes aware of an improper disclosure or use of Confidential Information or Intellectual Property by another employee of the Company or any other person, Employee shall immediately bring the matter to the attention of the management of the Company.
4. Employee undertakes that Employee will abide by all relevant policies of the Company with respect to maintaining the confidentiality that may be in force from time to time and disclosure of any Confidential Information may only be done in the limited circumstances permitted and referred to in this agreement or Company policies.

5. For the purpose of this agreement, "**Confidential Information**" means, in relation to the Company and each group company/affiliate of which Employee has involvement or knowledge, its confidential information and trade secrets that are not readily available to persons not connected with Company/affiliate of Company, and which, if disclosed, would be likely to cause harm to the Company or any of its group companies/affiliates, and includes, without limiting the generality of the foregoing, in relation to the Company and each other group company/affiliate concerned,
 - its internal control systems, including all accounting and administration systems;
 - its selling and marketing policies, strategies, techniques, methods and/or tactics;
 - financial or other details of its relationships with clients, wherever situated;
 - details of its pricing policies and structures;
 - details of its financial structure and operating results;
 - its contractual or other arrangements or understandings with third parties with whom it has business associations or relationships of any nature;
 - details concerning know-how, expertise, inventions, formulae, processes, procedures, practices used in operations or businesses;
 - details concerning research activities;
 - details concerning training and skill imparting programs;
 - details concerning methodology and systems;
 - its business dealings, including but not limited to its business plans or dealings relating to current activities, current and future plans relating to all or any developments, including the timing of all or any of the foregoing;
 - its business contacts, trade connections and customer lists;
 - all information relating to tenders and/or bids in which the Company participates or intends to participate;
 - technology developed by the Company/affiliate of the Company including any components thereof;
 - its computer programs, software and hardware, source and object codes in respect thereof, data files, computer listings and other computer materials regardless of the medium in which they are stored;
 - documents marked confidential or which Employee has been informed are confidential, or which Employee may reasonably expect the Company/affiliate of the Company to regard as confidential, or information which has been provided to the Company in confidence by other persons, whether or not in document form or other format;
 - private sensitive and personal data/information, personal circumstances and other information relating to the employees, including but not limited to salary information, the private conduct of persons and other related conditions;
 - terms and conditions of the employment of Employee (including but not limited to all details of his or her remuneration);
 - non-public information and/or materials describing or relating to clients and/or third parties to whom the Company/affiliate of the Company has a duty of confidentiality;
 - without limitation as a result of the foregoing, all other secret or confidential matters of the Company/affiliate of the Company, clients, and/or the third parties which relate to its business and/or affairs.
6. Confidential Information shall not include any information that
 - at the time of the disclosure to Employee is in the public domain; or
 - after such disclosure becomes generally available to the public other than because of a breach of this agreement by Employee; or
 - was lawfully in Employee's possession prior to such disclosure, as evidenced by Employee's written records; or
 - becomes available to Employee on a non-confidential basis from a source other than from the

- Company/affiliate of the Company, provided that such source is not bound by a confidentiality obligation; or
- is explicitly approved for release by a written authorization of the Company/affiliate of the Company; or
 - is legally required to be disclosed by Employee to any judicial and/or quasi-judicial authority; **provided, however,** if Employee is required by law to make any disclosure that is prohibited or otherwise constrained by this agreement, Employee will provide the Company/affiliate of the Company with prompt written notice of such requirement so that the Company/affiliate of the Company may seek a protective order or other appropriate relief. Subject to the foregoing sentence, Employee may furnish that portion (and only that portion) of the Confidential Information that Employee is legally compelled or otherwise legally required to disclose, provided that Employee provides such assistance as the Company/affiliate of the Company may reasonably request in obtaining such order or other relief.