

**PROPRIETARY INFORMATION AND INVENTION AND NON-COMPETITION AGREEMENT**

NAVARURH KUMAR

Employee's Name

Employee's SSN

**As part of the consideration for my employment or my continued employment and the compensation now or hereafter paid to me, including, but not limited to, salary, bonus awards, or other type of compensation, and specifically including, as applicable, the salary raise/bonus payment I received as consideration for the execution of this Agreement, I agree as follows:**

1. **Maintaining Confidential Company Information.** I will not, during and after my employment with Ugam Solutions Inc. or any of its successors, subsidiaries, assigns, related companies and divisions (collectively, the "Company"), (i) directly or indirectly disclose to any person or entity, or use, except for the sole benefit of the Company, any of the Company's confidential or proprietary information or trade secrets (collectively, "Company Information") or (ii) publish or submit for publication, any article or book relating to the Company, its development projects, or other aspects of Company business, without the prior written permission from the Company's Chief Executive Officer. By way of illustration and not limitation, Company Information shall include the Company's trade secrets; research and development plans or projects; data and reports; computer materials such as software programs, instructions, source and object code, and printouts; products or prospective products, inventions, developments, and discoveries; data compilations, development databases; business improvements; business plans (whether pursued or not); ideas; budgets; unpublished financial statements; licenses; pricing strategy and cost data; information regarding the skills and compensation of other employees of the Company; the personally identifying and protected health information of other employees of the Company; lists of current and potential customers; strategies, forecasts and other marketing information and techniques; employment and recruiting strategies and processes; sales practices, strategies, methods, forecasts, compensation plans, and other sales information; investor information; and the identities of the Company's suppliers, vendors, and contractors, and all information about those supplier, vendor and contractor relationships such as contact person(s), pricing and other terms. The definition of Company Information shall include both "know-how" (i.e., information about what works well) and "negative know-how" (i.e., information about what does not work well). I further acknowledge and recognize that all Company Information is confidential and proprietary, and shall remain the exclusive property of the Company. To the extent that I have any question as to whether something constitutes Company Information, I agree to obtain the express written permission of my manager before using or disclosing the information in any way. Notwithstanding the foregoing, I understand that the restrictions on my disclosure or use of Company Information described in this paragraph shall not limit in any way any right I may have to disclose or use information pursuant to the National Labor Relations Act or any other applicable law.
2. **Third Party Information.** I understand that the Company has in the past received, and in the future may receive from third parties, confidential or proprietary information ("Third Party Information"), subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During and after my employment with the Company, I will hold all Third Party Information received by me in the strictest confidence and will not disclose it to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use it, except in connection with my work for the Company.
3. **No Improper Use of Information of Prior Employers and Others.** During my employment with the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring on to Company premises any proprietary or confidential information or property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public



domain, or which is otherwise provided or developed by the Company. For California employees only: I certify that I have read and completed the Limited Exclusion Notification attached as Exhibit A.

4. **Return of Company Property.** When I leave the employ of the Company, I will immediately deliver to the Company (and will not keep in my possession, copy, recreate or deliver to anyone else in whole or in part) any and all items including but not limited to files, drawings, notes, notebooks, memoranda, specifications, records, business plans and forecasts, financial information, sales materials, customer and prospective customer lists, reports, programs, proposals, specifications computer-recorded information (including emails), tangible property (including but not limited to laptop/desktop computers, flash drives, CD-ROMs, cell phones, Blackberries or other PDA devices), building entry/access cards, identification badges and keys, devices, and documents, together with all copies thereof (in whatever medium recorded) and any other property or material containing or disclosing Company Information or Third Party Information. I further agree that any property owned by the Company, wherever located, including disks and other storage media, computers, filing cabinets, desks/desk drawers, or lockers, is subject to inspection by Company personnel at any time during my employment and after, with or without notice.
5. **No Conflicting Employment; Solicitation Restrictions.** While employed by the Company, I will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or other activity which creates or is likely to create an actual or a potential conflict of interest with my employment at the Company. In addition, during any period in which I am employed by the Company and for a period of one year thereafter, I shall not directly or indirectly, for myself or on behalf of any other person or entity, in any manner or capacity whatsoever, solicit, approach, recruit, interview, offer to hire or attempt to hire, or in any manner, endeavor to entice away any person who is employed by or associated with the Company as an employee, independent contractor or agent. In addition, during any period in which I am employed by the Company and for a period of one year thereafter, I shall not, directly or indirectly, either for myself or as an agent of or in conjunction with any person or entity, in any capacity whatsoever, solicit employment with or respond to the solicitation of my employment by any of the Company's clients. Finally, during any period in which I am employed by the Company and for a period of one year thereafter, I shall not directly or indirectly, for myself or on behalf of any other person or entity, whether as an employee, owner, part-owner, shareholder, officer, director, trustee, partner, member, sole proprietor, consultant, agent, representative, or in any other manner or capacity whatsoever, engage in any business activity that is the same or substantially similar to that carried on by the Company and/or any of its subsidiaries or affiliates in the US in the same or substantially similar position or capacity that I occupied while employment by the Company, nor engage in any activity that conflicts with my obligations to the Company, nor use Company trade secret information to attempt to call on, solicit or take away any clients or prospects of the Company with whom I worked or had a business relationship or to whom I provided or sold or attempted to provide or sell good or services of the Company, except on behalf of the Company.
6. **Ownership of Discoveries & Results and Proceeds.** Any inventions, discoveries, improvements or works of authorship made by me, alone or jointly with others, and all results and proceeds of my services to the Company ("Results and Proceeds") at any time during my employment by the Company which are made, conceived, reduced to practice or learned by me in the course and scope of my employment or with the use of the Company's time, materials or facilities, or relating to any subject matter with which my work for the Company is concerned, are "works made for hire" as the phrase is defined in the Copyright Act of 1976 (17 U.S.C. 101 et seq.). Any such works made for hire are hereby assigned to the Company for its benefit and shall be the exclusive property of the Company. If it is ever determined that any Results and Proceeds are not considered "works made for hire" I hereby grant to Company all rights of every kind and nature, whether now known or hereafter devised, in and to such Results and Proceeds. Company has the exclusive right to obtain and own all copyrights (and renewals and extensions thereof) in such Results and Proceeds and, for this purpose, Company shall be deemed the author of the same. Notwithstanding anything to the contrary, neither the expiration nor the termination of this Agreement shall affect the Company's ownership of the Results and Proceeds, or alter any of the Company's rights or privileges hereunder. To facilitate the determination of whether any invention, discovery, improvement or work of authorship is properly transferable to the Company, I will promptly advise it of all inventions, discoveries, improvements or works of authorship made, conceived, reduced to practice or learned by me during the term of my employment and for six months after termination of my employment. I understand that my obligations under this paragraph 6 do not apply to an invention which qualifies fully as a non-assignable invention under Section 2870 of the California Labor Code, as explained in Exhibit A, or any law of any jurisdiction of similar effect. I have completed Exhibit B which lists all inventions, improvements or works ("Pre-existing Work") that I have alone or jointly with others, conceived, developed, reduced



to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If Exhibit B is not completed, there is no Pre-existing Work for which I claim ownership.

7. **Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign patent, copyright, mask work and other intellectual property rights ("Proprietary Rights") relating to Company Information in any and all countries. To that end, I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company in this regard shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request for such assistance.
8. **No Continued Employment; Exit Interview.** I understand that my employment with the Company is at-will and that this Agreement does not confer any right of continued employment by the Company, and does not limit in any way the Company's right or my right to terminate my employment at any time, with or without cause. In the event my employment with the Company terminates for any reason, I will, if requested, participate in an exit interview with the Company and reaffirm in writing my obligations as set forth in this Agreement. I agree to provide the Company with the name and address of my new employer, and consent to the Company's notification to my new employer of my rights and obligations under this Agreement.
9. **Legal and Equitable Remedies.** I recognize that my violation of this Agreement exposes the Company to irreparable harm and that the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies (including recovery of monetary damages) that the Company may have for a breach of this Agreement.
10. **Entire Agreement.** This Agreement sets forth the final, complete and exclusive agreement and understanding between the Company and me relating to the subject matter hereof and supercedes all prior agreements, promises, representations or inducements between the Company and me that concern the subject matter of this Agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged.
11. **Severability.** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad or partially invalid, illegal or unenforceable, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear. I agree that a court may rewrite, revise, or edit this Agreement to make it enforceable.
12. **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.
13. **Survival.** The provisions of this Agreement shall survive the termination of my employment, regardless of the reason for the termination, and the assignment of this Agreement by the Company to any successor in interest or other assignee.
14. **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
15. **Change in Employment.** I agree that any subsequent change in my duties, title, salary or compensation will not affect in any respect the validity, enforceability, or scope of this Agreement.



16. **Governing Law.** This Agreement will be governed by the laws of the State of NY, without regard to conflicts of law principles.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.



\_\_\_\_\_  
Employee's Signature

06/18/2019

\_\_\_\_\_  
Date



## EXHIBIT A

### LIMITED EXCLUSION NOTIFICATION

#### For California Employees Only


THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the Proprietary Information and Invention Agreement (the "Agreement") between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
2. Result from any work performed by you for the Company.

To the extent a provision in the Agreement purports to require you to assign an invention otherwise excluded under Section 2872, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By:   
\_\_\_\_\_  
(Signature)

Date: 06/18/2019  
\_\_\_\_\_

  
\_\_\_\_\_

## EXHIBIT B

**TO:** Ugam Solutions Inc.

**SUBJECT:** Previous Inventions, Improvements, Creations or Works

1. Except as listed in Section 2 below, the following is a complete list of all inventions, improvements, creations or works that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company. **If I have no inventions to report, I will mark "No Inventions to Report" in the space provided below:**

*No inventions to report.*

Additional sheets attached. \_\_\_\_\_

2. Due to a prior confidentiality agreement, I cannot complete the disclosure in Section 1 above. Instead, I list the inventions, improvements or works generally, and the party(ies) to whom I owe proprietary rights and a duty of confidentiality:

Inventions, Improvements, Creations or Works	Parties	Relationship
----------------------------------------------	---------	--------------

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |

Additional sheets attached.

