



## **Confidentiality, Non-Solicitation and Invention Assignment Agreement - Employees**

As an employee of Recipto Private Limited, or any related or any affiliated company of Recipto Private Limited (the "Company"):

A. I understand and agree that I have a responsibility to protect and avoid the unauthorized use or disclosure of confidential information of the Company;

B. I have a responsibility not to solicit or entice away from the Company any customer of the Company or any employee of the Company; and

C. I irrevocably assign to the Company my rights in any inventions and work product which I create while an employee of the Company and which are within the scope of any assignment I receive while an employee of the Company.

I. Confidential Information. For purposes of this Agreement, the term "confidential information" means all information that is not generally known and which I obtained from the Company, or learn, discover, develop, conceive or create during the term of my employment with the Company, and which relates directly to the business or to assets of the Company. Confidential information includes, but is not limited to:

Inventions, discoveries, know-how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients/ candidates/Vendors/sub-contractors/any other lists and other information related thereto, financial data and information, business plans and processes, and any other information of the Company that the Company informs me, or which I should know by virtue of my position or the circumstances in which I learned it, is to be kept confidential.

Confidential information also includes information obtained by the Company in confidence from its vendors or its clients. Confidential information may or may not be labeled as "confidential". If I am unsure as to whether information is "confidential", I will ask my manager for assistance.

Confidential information does not include any information that has been made generally available to the public. It also does not include any general technical skills or general experience gained by me during my contract with the Company. I understand that the Company has no objection to my using these skills and experience in any new business venture or employment following the cessation of my contract/employment with the Company.

I recognize and acknowledge that in the course of my engagement with the Company I may obtain knowledge of confidential and proprietary information of a special and unique nature and value and I may become familiar with trade secrets of the Company relating to the conduct and details of the Company's business. While I am engaged as an employee of the Company and for a period of two (2) years following the cessation of my contract I agree:

A. to keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company), and shall faithfully do all in my power to assist the Company in holding in secrecy all of the Company's confidential information as defined above.

B. to keep confidential and hold in secrecy and not disclose, divulge, publish, reveal or otherwise make known, directly or indirectly, or suffer or permit to be disclosed, divulged, published, revealed or otherwise made known to any person whatsoever, or used (except for the benefit and proper purposes of the Company) any and all secrets or confidential information related to the Company's activities or affairs which I now know or which are hereafter disclosed or made known to me or otherwise learned or acquired by me, including information respecting the business affairs, prospects, operations or strategic plans respecting the Company, which knowledge I gain in my capacity as an employee of the Company and which knowledge is not publicly available or disclosed.

II. Agreement Not to Solicit. I agree that while I am an employee of the Company and for twenty-four (24) months thereafter that I will:

A. Not solicit or entice or attempt to solicit or entice away from the Company any of the employees/Contractors/consultants of the Company to enter into employment or service with any person, business, firm or corporation other than the Company; For the purpose of this clause employees/Contractors/consultants will consist of any person who is working for the company in any capacity during my employment of the company.

B. Not solicit or entice or attempt to solicit or entice away from the Company any customer/Client or any other person, firm or corporation dealing with the Company. For the purpose of this clause, the customers/ clients will be limited to any managers/directors/ executive directors/ department heads of any client where, either I have solicited business for the company, or have presented any proposal of the company or have obtained/executed any business on behalf of the company.

III. Return of Documents. Upon the cessation of my contract with the Company for any reason, I agree to return to the Company all records, documents, client lists and client contact information, candidate/ consultant lists and contact information, memoranda, or other papers, copies or recordings, tapes, disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes as are in my possession or control. I acknowledge and agree that all such items are strictly confidential and are the sole and exclusive property of the Company.

IV. Assignment of Inventions.

A. I represent and warrant to the Company that all work that I perform for or on behalf of the Company and its clients, and all work product that I produce, including but not limited to candidate lists, vendors lists, contact lists, rate discussions with any entity including but not limited to candidates, vendors, sales managers of company, software, documentation, memoranda, ideas, designs, inventions, processes, algorithms, ("work product") will not

knowingly infringe upon or violate any patent, copyright, trade secret, or other property rights of any of my former employers or any other third party. I will not disclose to the Company or use in any of my work product any confidential or proprietary information belonging to others, unless both the owner thereof and the Company have given their prior consent in writing.

B. I will promptly disclose to the Company all work product, candidate lists, vendors lists, contact lists, rate discussions with any entity including but not limited to candidates, vendors, managers of company, developed by me within the scope of my contract and assignments with the Company. I will also promptly disclose to the Company all work product which relate directly to, or involve the use of, any confidential information, including, but not limited to all software, all concepts, all ideas and designs, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other documents, writing or tangible things of any kind.

C. I acknowledge and agree that all work product prepared by me which are subject to copyright are prepared by me within the scope of my contract/employment with the Company and that the Company thus owns all copyrights thereto.

D. I hereby assign to the Company all of my other rights, title and interest (including, but not limited to all patents, copyrights and trade secret rights) in and to all work product prepared by me, whether patentable or not, made or conceived in whole or in part by me within the scope of my contract with the Company or such work product that relate directly to or involve the use of confidential information of the Company.

E. I agree to execute all documents reasonably requested by the Company to further evidence of the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) in perfecting or protecting any or all of the Company's rights in the work product described above.

#### V. General.

A. I further represent and warrant that I have not entered into any Agreement with any previous or present employer which would prevent me from accepting an engagement with the Company or which would prevent me from lawfully executing this Agreement.

B. I understand that the obligations outlined in this Agreement are the concern and responsibility of all employees of the Company. I agree to report any violations of these policies to my manager.

C. All the provisions of this Agreement will be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with its terms.

D. This Agreement and all the rights and obligations arising herefrom shall be interpreted and applied in accordance with the applicable Indian law. Any dispute arising in connection

with my employment shall fall under the jurisdiction of the Chennai High Court / Chennai Courts.

E. I acknowledge that my engagement with the Company is contingent on my acceptance and my observance of this Agreement, and that such engagement is adequate and sufficient consideration to bind me to all of the covenants and agreements made by me under this Agreement.

Name of Employee \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Date: