

Annexure-B
IDEXCEL
PROPRIETARY INFORMATION AGREEMENT

Iexcel, Inc. (parent company), along with its' subsidiaries and affiliates, including but not limited to NDS Systems, L.C. and Iexcel Technologies Private Limited are hereafter collectively referred to as "Iexcel".

Iexcel develops, markets, licenses, and distributes certain computer software products. Iexcel also provides technical support, consultation, training and educational services relating to those software products. Additionally, Iexcel provides software development and other professional services to its clients.

I am or wish to be employed by Iexcel in a capacity in which I will or may receive confidential information, which is of value to Iexcel. I therefore agree to abide by the following terms and conditions:

1. My employment creates a relationship of confidence and trust between Iexcel and me with respect to certain information of a confidential, proprietary or trade secret nature which gives Iexcel a competitive edge in its business. For the purposes of this agreement, all such confidential, proprietary or trade secret information will be referred to as "Proprietary Information."

Proprietary Information includes without limitation:

a. All software developed or licensed by or for Iexcel or licensed to Iexcel by a third party, and any documentation or listing pertaining to such software; the term "software" as used in this document refers to software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), it's audiovisual components (menus, screens, structure and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is stored, written or described, including without limitation, diagrams, flow charts, designs, drawings, specifications, models, data, bug reports and customer information.

b. Marketing and sales plans, product development plans, competitive analyses, benchmark test results, business and financial plans or forecasts, non-public financial information, agreements, and customer and employee lists of Iexcel.

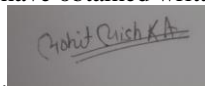
c. Any information or material not described above which relates to Iexcel's inventions, technological developments, "know how," purchasing, accounting, merchandising, or licensing.

d. Any information of the type described above which Iexcel has a legal obligation to treat as confidential, or which Iexcel treats as proprietary or designates as confidential, whether or not owned or developed by Iexcel. This includes confidential and proprietary information owned by Iexcel's clients.

Proprietary Information shall not include information known publicly or generally employed in the trade, nor shall it include the generic knowledge that I would have learned in the course of similar employment elsewhere.

At all times, both during and after my employment with Iexcel, I will hold Proprietary Information in confidence. I will not use, transfer, publish, disclose, or report Proprietary Information directly or indirectly, except such disclosure to other Iexcel employees or authorized third parties as may be necessary in the ordinary course of performing my duties for Iexcel or otherwise as directed by Iexcel.

2. My performance as an employee of Iexcel will not breach any agreement to keep in confidence, the proprietary information of a former employer. I have not brought any proprietary information of a former employer to Iexcel. I will not use in the performance of my work with Iexcel any proprietary information of a former employer unless I have obtained written authorization from my former employer



3. I will promptly disclose to Idexcel all ideas, processes, inventions, modifications, and improvements to all software developed or licensed by or for Idexcel (collectively referred to as "Discoveries"), conceived by me alone or with others during the term of my employment, whether or not conceived during regular business hours.

All such Discoveries shall be the sole and exclusive property of Idexcel. I also agree to execute without receiving additional compensation: (a) any formal documents necessary to assign any discoveries to Idexcel; and (b) all documents required to obtain a patent, register a copyright, or enforce Idexcel's rights in such Discoveries. These obligations shall continue beyond termination of employment with respect to Discoveries I conceive or make during the period of my employment.

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, software or trade secret information.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

If I now intend to remove from operation of this agreement any Discoveries which I intend to make while employed by Idexcel, I have identified them on Exhibit A attached hereto. If nothing is listed on Exhibit A, or I have not attached an Exhibit A, I warrant that I do not intend to remove from the operation of this agreement any such Discoveries that I make during my employment with Idexcel.

4. I agree that while I am employed by Idexcel and for eighteen (18) months thereafter, regardless of the reason I cease being employed by Idexcel, I will not solicit, directly or indirectly, any employee to leave his or her employment with Idexcel, or any other service provider to cease providing services to Idexcel. For purposes of this agreement, the phrase "shall not solicit, directly or indirectly," includes, without limitation, that I (a) shall not identify any Idexcel employees or service providers to any third party as potential candidates for employment, such as by disclosing the names, backgrounds and qualifications of any such employees; (b) shall not personally or through any other person approach, recruit or otherwise solicit employees of Idexcel or persons providing services to Idexcel to work for any other person or entity; and (c) shall not participate in any pre-employment interviews with any person who was employed by or providing services to Idexcel while I was employed by Idexcel. During the period I am employed by Idexcel and for eighteen (18) months thereafter I will not, directly or indirectly, cause or attempt to cause any customer, supplier, or other business relation of Idexcel to alter such party's relationship with Idexcel.

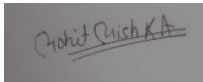
5. As a condition of my employment with Idexcel, and as contemporaneous consideration and a material inducement to Idexcel

(A) to employ me hereunder; and

(B) to share trade secrets (i.e. any formula, pattern, device or compilation of information which is used in one's business, and which gives one an opportunity to obtain an advantage over competitors who do not know or use it); and

(C) to share Confidential Information with me that does not otherwise qualify as trade secrets; and

(D) to grant me the right of access to permanent or substantial business with prospective and existing customers that I would not have had contact with absent such employment or access to specialized training; and



(E) to grant me the use of Idexcel's customer goodwill;

I agree that, while I am employed by Idexcel, and for a period of eighteen (18) months thereafter, I will not, directly or indirectly, as principal, agent or trustee, in person or through any company of which I am an employee, officer, director, shareholder or partner, solicit any client of Idexcel or individual or entity who acted as an independent contractor to Idexcel with which I was conducting business or through which I obtained trade secrets during the twelve months preceding my separation of employment with Idexcel. Moreover, during this time period, I will not, directly or indirectly, perform services for any client of Idexcel or any individual or entity that acted as an independent contractor to Idexcel.

I acknowledge that I have received or will receive the information and access described in this Section 5. I also acknowledge that the limitations set forth in this Section 5 shall not prevent me from earning a livelihood after I leave Idexcel's employ, but merely supports a legitimate business interest by preventing unfair competition against Idexcel for a limited period and the restraint is no greater than is required for the protection of Idexcel's legitimate interests.

If, at any time of enforcement of this Section 5, a court shall hold that the duration or scope of the restrictions herein are unreasonable under the circumstances then existing, the parties agree that the maximum restrictions reasonable under such circumstances shall be substituted for the stated duration or scope and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration and scope permitted by law.

6. I shall upon termination of my employment with Idexcel and upon Idexcel's request reaffirm my recognition of the importance of maintaining the confidentiality of Idexcel's Proprietary Information and reaffirm all of the obligations set forth in this agreement.

7. I will upon termination of my employment with Idexcel, return all property belonging to Idexcel, including without limitation all Proprietary Information, documents, software, CD's, diskettes, tapes, and any other form of media, copies of any of the above, microcomputer systems, computer terminals, modems, other hardware, telephones, credit cards and/or keys upon termination of my employment with Idexcel.

8. I acknowledge that damages may not be an adequate remedy for a breach of this agreement by me and, consequently, that an injunction and/or other appropriate equitable relief may be obtained to remedy a breach or threatened breach of this agreement.

9. I agree that this agreement shall be governed by and interpreted or construed in accordance with the laws of the Republic of India, excluding its conflict of laws rules. The foregoing shall not limit the right of either party to commence any legal action or to obtain execution of judgement in any other appropriate jurisdiction.

10. If any provision of this agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

11. This agreement may be changed only by an agreement in writing between Idexcel and me.

12. I acknowledge that I have read and that I understand the terms of this agreement. I understand that by signing this document, I agree to be bound by all terms, conditions, and obligations set forth above.



Signature: _____

Name: **MOHIT MISHRA**

Date: **08-OCT-2024**