

EXHIBIT B

CONFIDENTIALITY, NON-DISCLOSURE AND OWNERSHIP AGREEMENT (Standard of Conduct)

I, **FULL NAME-----**, Contractor Personnel of **FOCUS AMERICA INC.** (“Contractor”), in connection with my assignment by Contractor to perform Services pursuant to the Consulting Services Agreement between Contractor and TCS (“CSA”) for TCS or TCS’ engagement with its customers (“Customers”) will comply with this Standard of Conduct, Confidentiality, Non- Disclosure and ownership Agreement (“Standard of Conduct”) in connection with the provision of goods and services for TCS, Customers or by TCS to Customers (such activities are referred to below as the “Engagement”). I understand that any conduct inconsistent with this Standard of Conduct may subject me to removal from the Engagement, dismissal from employment by Contractor and other disciplinary or legal action. I understand and agree that TCS and Customer are third-party beneficiaries to this Standard of Conduct, which means that TCS or Customer may enforce and protect its rights through their relationship with Contractor. I recognize that my agreement and undertaking to comply with this Standard of Conduct is a precondition for my assignment to provide Services to TCS and I acknowledge and agree that this opportunity to provide Services and receive compensation therefore constitute adequate and valuable consideration for my promise and undertaking to comply with and be obligated in accordance with this Standard of Conduct.

1. PROTECTION OF CONFIDENTIAL INFORMATION

I will protect and keep confidential all Confidential Information that I access, receive or learn, including information, data and Work Product that I develop, prepare or create alone or jointly with others for TCS or in connection with the Engagement (referred to as “Confidential Information”). Confidential Information includes, but is not limited to, all information described as Confidential Information under the CSA, including information relating to any software, systems, modules, technology, tools, processes, business methods, business strategies, customers, clients, data, pricing, business process, trade secrets, documents, concepts and ideas, inventions, personal information protected by privacy laws and all other information regarded by TCS or Customer as confidential information. I acknowledge that Confidential Information also includes any other information concerning TCS and Customer’s business, clients, employees and material nonpublic information about publicly traded securities. I acknowledge and agree that all such Confidential Information constitute valuable assets of and are proprietary to TCS or Customers.

Except with respect to any Personal Information, the confidentiality requirements of this Agreement shall not apply to any information that: (i) is in or comes into the public domain through no breach by me of my obligations under this Agreement; (ii) I acquire from a third party who owes no obligations of confidence to TCS or Customer; or (iii) was already known to me at the time it received such information from TCS or Customer as shown by my prior written records.

If I am requested or required by any legal or investigative process to disclose any information that I am not permitted to disclose, I shall provide TCS with prompt notice of each such request and the

information requested so that TCS may seek to prevent disclosure or the entry of protective order. If disclosure is required and a protective order is not obtained, I shall disclose only such information that it is advised by my counsel is legally required to be disclosed.

With respect to any Confidential Information received, acquired, accessed, created or prepared by me, I hereby agree and comply with the following: (A) all Confidential Information shall be and shall remain the exclusive property of TCS or its affiliates or applicable Customers; (B) I shall not access or attempt to access any Confidential Information unless required solely in connection with the performance of Services or in connection with the Engagement; (C) I shall keep, all Confidential Information strictly confidential and protected from unauthorized disclosure; (D) I shall not copy, publish or disclose to others, or permit any other person to copy, publish or disclose to others, any Confidential Information without TCS' prior written consent; and, (E) I shall not use Confidential Information for any purpose other than solely for the purpose of Services or in connection with the Engagement. At any time during the term of this Agreement if so requested by TCS and, upon termination of my engagement under the relevant Engagement or an applicable SOW, all Confidential Information will be returned to TCS forthwith. Any notes or other work product developed by me in the course of performing the Services or otherwise as a result of the TCS project or derivative of the TCS Confidential Information, shall be subject to the same obligations of non-disclosure and non-use as Confidential Information disclosed to me by TCS or Customer or otherwise received or accessed by me.

I will take special care in public places (e.g., restaurants, airplanes, elevators) to ensure that even casual conversation or inadvertent displays of written material do not lead to the disclosure of any Confidential Information. I will not remove materials containing any Confidential Information from TCS or Customer's premises or systems without appropriate prior written permission.

2. PROHIBITION ON USE OF "INSIDE INFORMATION"

In addition to the above, I will not trade in, pass information along to others, or make recommendations concerning securities about which I possess any Confidential Information, whether in my personal account, the accounts of family members or any other accounts. At Customer's request, I may be subject to specific business unit or departmental trading policies, copies of which will be provided to me. At Customer's request, I will provide Customer with any or all information concerning my brokerage accounts or accounts over which I could be expected to exercise influence or control, including, but not limited to, accounts in my name or the name of a family member.

3. OWNERSHIP OF WORK PRODUCT

I acknowledge and agree that TCS or Customer solely owns all Work Product created in connection with the Engagement. "Work Product" means all materials and forms of intellectual property including (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including mask works) and registrations and applications thereof, (d) computer software programs (including source code and object code), data, databases and documentation thereof, (e) trade secrets and other confidential information

(including ideas, formulas, improvements, know-how, techniques, R&D, specifications, drawings, flowcharts, programmer notes, designs, design rights, developments, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), (f) waivable or assignable rights of publicity, waivable or assignable moral rights and all other forms of intellectual property, and (g) copies and tangible embodiments thereof (in whatever form or medium). I hereby assign all right, title and interest in and to such Work Product to TCS. I will execute documents and perform other acts (including after the Engagement) at TCS's request to establish or preserve TCS' or Customer's ownership of the Work Product.

4. COMPLIANCE WITH STANDARD POLICY AND COMPLIANCE REQUIREMENTS OF TCS AND CUSTOMERS

In connection with the Engagement, I certify that I have received and reviewed a copy of the Tata Code of Conduct and that I will comply by its terms. I further certify that I will comply with TCS' and Customer's applicable standard policies, procedures and compliance requirements, including but not limited to the:

- Non-Discrimination and Anti-Harassment Policy;
- Information Security policies applicable to my Engagement;
- TCS' Background Check Requirements, including submission of requested information and consents;
- Submission to fingerprinting as requested; and
- Submission to drug testing as requested and as permitted by law.

I will not access TCS' or Customer's computer network, systems or electronic facilities (collectively, the "Systems") to use external personal e-mail accounts, chat sites, or instant messaging services, or to transmit, store, or view unlawful, offensive, illegally copied, discriminatory, harassing or other inappropriate materials. TCS or Customer may monitor my use of the Systems and activities in connection with the Engagement as permitted by law.

I certify that I will complete all Mandatory Trainings prescribed by TCS within the stipulated timeframe. I further certify that I will not work remotely without obtaining the written approval of my employer.

5. COOPERATION IN LITIGATION, REGULATORY INQUIRIES AND INTERNAL INVESTIGATIONS

I will cooperate fully with TCS and Customer and its internal and external counsel in the event that TCS or Customer is involved in a litigation, dispute, or regulatory inquiry or conducts an internal investigation. Any failure to so cooperate may lead to disciplinary action, including termination of my employment by Contractor.

6. CONTRACTOR PERSONNEL ARE NOT TCS OR CUSTOMER EMPLOYEES

I understand and agree that I am not an employee of TCS or any Customer. I will not seek

from TCS or Customer the payment of any compensation benefits, workers' compensation insurance or other remuneration, and I will look solely to Contractor for any such payment. I hereby waive any claim I may have for any compensation, benefits or other payments or awards from TCS or Customer and under all benefit plans of TCS or Customer, including in the event that there is any finding by a court of law or a government or regulatory agency or other governmental authority that I acted as an employee of TCS or Customer. Employees of Contractor (including Contractor Personnel), such as myself, who provide goods or services to TCS or Customer are not eligible for, or entitled to coverage or benefits under, any employee benefit plans (including, without limitation, those that are subject to the Employee Retirement Income Security Act of 1974, as amended) or incentive, compensation or other employee programs or policies, of TCS or Customer, even if a court or governmental body were to determine that Contractor Personnel are employed by TCS or Customer. TCS or Customer is not responsible for payment of Workers' Compensation insurance, disability benefits, Unemployment Insurance or similar programs and payments or for withholding and/or paying payroll taxes and income taxes as required by law, the responsibility of which is solely that of Contractor.

7. CHOICE OF LAW

I understand and agree that this Standard of Conduct will be governed by the laws of the State of New York without regard to its choice of law rules, and subject to Section 8, consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of resolving any dispute arising out of or relating to this Agreement.

8. MANDATORY ARBITRATION

I hereby agree to submit to binding arbitration before a neutral arbitrator all disputes and claims arising out of my provision of services as Contract Personnel to TCS, including without limitation any claims for co-employment, and/or discrimination. I understand and acknowledge that I am waiving my right to a jury trial. I further understand that any binding arbitration must be brought in my name as an individual and not as a plaintiff or a class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claim and may not otherwise preside over any form of a representative or class proceeding. Such arbitration shall be conducted in accordance with the rules of the Employment Arbitration Rules & Procedures of the American Arbitration Association ("AAA Rule") then in effect and will be governed by Federal Arbitration Act (9 U.S.C. §2 et seq.). The AAA Rules are available at www.adr.org or will, upon my request, be provided by TCS. If employment is in California, California Code of Civil Procedure §1280 et seq. will also govern such arbitration to the extent that California law is not contradictory to or preempted by federal law. The cost to me of binding arbitration will not exceed the cost of commencing a court action. TCS agrees and stipulates that discovery will be more than minimal and will be adequate to permit you to prepare your case for hearing as determined by the arbitrator. The arbitrator will be empowered to grant any type of relief, including prevailing party attorneys' fees and costs which would be available to you or TCS in a court of proper jurisdiction unless the law prohibits providing for such relief in an arbitration forum. The arbitrator will be required to render his or her decision in writing. The arbitration shall be conducted in New York, NY.

I hereby acknowledge that I have read, understand, and agree to comply with the above Standard of Conduct and that changes may be made to it from time to time by Company. I state that I understand and agree that I am not an employee of the Company.

Print Name : **FULL NAME**-----, (Contractor Personnel)

Signed:_____

Date:

We agree and undertake to ensure full compliance by the Contractor Personnel.

Name of Contractor: FOCUS AMERICA INC.

By: _____

Name & Title: _____

Date:_____

Accepted
Tata Consultancy Services Limited

By: _____

Name &Title: _____

EXHIBIT C

Certification to Provide Services

In connection with my performance of services for Tata Consultancy Services Limited (“TCS”),

I, **FULL NAME-----**, (Contractor Personnel), hereby represent and certify that the following are true and accurate:

1. My performance of services for TCS or TCS’ customer does not, and to the best of my present knowledge and belief will not, breach any agreement or duty to keep in confidence proprietary information acquired by me in confidence or in trust prior to my assignment to perform services for TCS or TCS’ customer. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith. I am not at the present time restricted from providing services to TCS or TCS’ customer.

2. In the event I have previously performed services for TCS, including through any direct vendor with TCS, for a period of twelve (12) consecutive months or more, I hereby attest that I have not performed services for TCS, including through any direct vendor with TCS, in the six (6) month period immediately preceding the date that I was assigned to perform services for TCS to which this **Exhibit C** applies.

3. The information I provided to TCS relating to my resume, qualifications, knowledge and experience is complete, accurate and truthful.

By my signature below, I hereby acknowledge that any actual or apparent breach of these certifications will entitle TCS to terminate your assignment immediately without notice or any liability.

Print Name: **FULL NAME-----**, (Contractor Personnel)

Signed:_____

Date:

EXHIBIT D

Benefits Waiver for Contractor Personnel

FOCUS AMERICA INC.(Contractor) has assigned me to provide services to TCS. I hereby affirmatively state that I am not an employee of TCS, nor do I have any right to assert an employment relationship with TCS. I am an employee of Contractor and receive, and have received, all pay, remuneration, and benefits due and owing to me by Contractor. I have no claim to any pay, remuneration or benefits arising out of an employment relationship with TCS.

I further understand and agree that I am not eligible for nor entitled to participate in nor make any claim upon any benefit plan, policy, or practice offered by TCS, or any TCS Customer, its parents, affiliates, subsidiaries, or successors, to any of their direct employees, regardless of the length of my assignment to provide services to TCS by my employer, regardless of whether I am held to be a common-law employee of TCS for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claims against TCS or Customer.

Print Name: FULL NAME-----, (Contractor Personnel)

Signed:_____

Date:

EXHIBIT E

Relevant text from the TATA Code of Conduct

GIFTS AND DONATIONS

A TATA Company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of its business. However, a TATA Company and its employees may accept and offer nominal gifts, which are customarily given and are of commemorative nature for special events.

GOVERNMENT AGENCIES

A TATA Company and its employees shall not offer or give any company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, in order to obtain any favorable performance of official duties.

THIRD PARTY REPRESENTATION

Parties which have business dealings with the TATA Group but are not members of the Group such as consultants, agents, sales representatives, distributors, Vendors, suppliers, etc. shall not be authorized to represent a TATA Company if their business conduct and ethics are known to be inconsistent with the Code.

ETHICAL CONDUCT

Every employee of a TATA Company, which shall include Whole-time Directors and the Managing Director, shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his professional environment. Failure to adhere to the Code could attract the most severe consequences including termination of employment.

REGULATORY COMPLIANCE

Every employee of a TATA Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.

CONCURRENT EMPLOYMENT

An employee of a TATA Company shall not, without the prior approval of the Managing Director of the Company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide “free-lance” services to anyone. In the case of a Whole-time Director or the Managing Director such prior approval must be obtained from the Board of Directors of the company.

CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship, or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgment of the Company’s or Group’s best interest cannot be exercised.

REPORTING CONCERNS

An employee of a TATA Company shall promptly report to the management any actual or possible violation of the Code or an event he becomes aware of that could affect the business or reputation of his or any other TATA company.

Print Name : FULL NAME-----, (Contractor Personnel)

Signed: _____

Date: _____