

**PROPRIETARY INFORMATION, NON-DISCLOSURE
AND NON-SOLICITATION AND INVENTION ASSIGNMENT AGREEMENT**

THIS PROPRIETARY INFORMATION, NON-DISCLOSURE, NON-SOLICITATION AND INVENTION ASSIGNMENT AGREEMENT ("Agreement") is entered into on **(Date)** _____ between HTC Global Services (India) Private Ltd, including its affiliates and subsidiaries (Collectively referred to herein as "Company"), and _____ ("**EMPLOYEE NAME**").

In consideration of employment and in pursuance of Employee's agreement to perform services for Company, EMPLOYEE hereby acknowledges and agrees with the Company as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following definitions:

- a. "**Clients**" means any person or entity for which Company performs services, to whom Company sells or licenses products, or from whom Company, Employee or all obtain information.
- b. "**Company**" includes HTC Global Services (India) Private Ltd, , its subsidiaries, affiliates, successors, and associates wherever situated.

c. "**Confidential Information**" means proprietary techniques and information that Company has or will develop, compile, or own, or that Company receives under conditions of confidentiality. Confidential Information includes not only information disclosed by Company (including its Employees, agents, and independent Employees), but also information (including Inventions) learned by EMPLOYEE during the course of the project with Company. Confidential Information is a term which is to be broadly defined and includes (i) all information that has or could have commercial value or other utility in the business in which Company is engaged or in which it contemplate engaging and (ii) all information that, if disclosed without authorization, could be detrimental to the interest of Company, whether or not such information is identified as Confidential Information by Company. For example, Confidential Information may include, without limitation, the following: all information on techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research or development results, specifications, know-how, negative know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, customer and supplier identities, characteristics, and agreements.

Notwithstanding the foregoing, Confidential Information shall not in any event include any information, even if previously Confidential Information, to the extent that it: (a) was in Employee's possession before receipt from the Company or its Client; (b) is or becomes a matter of public knowledge through no fault of EMPLOYEE; (c) is rightfully received by EMPLOYEE from a third party without a duty of confidentiality; (d) is of general application which may be retained in the unaided memory of an individual or is independently developed. by EMPLOYEE; (e) is disclosed under operation of law; or (f) is disclosed by EMPLOYEE with the Company's prior written approval.

EMPLOYEE Signature

- d. **"Inventions"** means discoveries, developments, designs, ideas, improvements, inventions, formulas, processes, techniques, and know-how (whether or not patentable or registerable under statute) made, conceived, reduced to practice, or learned by EMPLOYEE during the period of service, that (i) are related to or useful in the business of Company, or (ii) result from any work performed by EMPLOYEE for Company.

2. **Effective Date.** This Agreement will become effective on the earlier of (i) commencement of Employee's services/association with Company or (ii) the date and time at which any Confidential Information was or is first disclosed to EMPLOYEE.

3. **Protection of Company's Confidential Information.**
 - a. At all times during and after which EMPLOYEE performs services for Company, EMPLOYEE will keep confidential, not make use of, and not disclose or reveal to any third party any Confidential Information, except in the course of performing services for Company and for the benefit of Company, without prior written approval of Company.
 - b. EMPLOYEE acknowledges that the unauthorized use or disclosure of Confidential Information may be highly prejudicial to the interests of Company or its Clients, an invasion of privacy, or an improper use or disclosure of trade secrets.

4. **Third Party Information.** Company has received and in the future will receive from third parties their confidential information subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. EMPLOYEE shall hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for Company consistent with Company's agreement with such third party.

5. **Non-competition.**
 - a. Except with the express prior written consent of the Company Director, EMPLOYEE will not, during the period of service with Company, other than for or on behalf of the Company: (i) engage in any service or activity in any business in which Company is engaged or contemplates materially engaging; (ii) induce any other EMPLOYEE of or consultant to Company to engage in any such service or activity; or (iii) solicit any Clients or potential Clients of Company for services similar to those performed by Company, even if not directly competitive with such services.
 - b. For a period of twenty four (24) months immediately following the termination/separation/resignation of Employee's relationship with Company, whether with or without cause, EMPLOYEE shall not either directly or indirectly solicit, induce, recruit or encourage any of Company's Employees to leave their service, either for EMPLOYEE or for any other person or entity. Further, EMPLOYEE shall not induce a consultant or EMPLOYEE to sever the consultant's or Employee's relationship with Company, or solicit business from any of Company's customers or clients.

6. **Prior Knowledge and Relationships.**

EMPLOYEE Signature

- a. Except as disclosed in Attachment A, EMPLOYEE has no knowledge of any Confidential Information other than information EMPLOYEE has learned from Company.
- b. EMPLOYEE shall attach hereto, as Attachment A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by EMPLOYEE prior to Employee's service with Company (collectively "Prior Inventions"), which belong to EMPLOYEE, which relate to Company's proposed business, products or research and development, and which are not assigned to Company hereunder; or if no such list is attached, EMPLOYEE represents that there are no such Prior Inventions. If in the course of Employee's service with Company, EMPLOYEE incorporates into a Company product, process or machine a Prior Invention owned by EMPLOYEE or in which EMPLOYEE has an interest, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- c. EMPLOYEE has no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent EMPLOYEE from performing any of Employee's obligations to Company under this or any other Agreement pertaining to Employee's relationship with Company.
- d. During Employee's assignment with Company, EMPLOYEE will not improperly use or disclose any proprietary information or trade secrets of any former or concurrent company or other person or entity, such proprietary information or trade secrets including, without limitation, information on techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research and development results, specifications, know-how, negative know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, customer and supplier identities, characteristics, and agreements.
- e. EMPLOYEE shall not bring onto the premises of Company any unpublished document, proprietary information, or trade secret belonging to any. former or concurrent company, person or entity unless consented to in writing by such company, person or entity.
- f. EMPLOYEE shall not possess any proprietary information or trade secrets from any previous company at any time during Employee's service with Company except with the written permission of such previous company. Further, EMPLOYEE will promptly notify Company that EMPLOYEE is in possession of such proprietary information or trade secrets and provide proof that such permission was granted.

EMPLOYEE Signature

7. **Assignment of Inventions.**

- a. EMPLOYEE will promptly disclose in writing to Company all Inventions.
- b. Except as otherwise provided in this Agreement, all Inventions belong to and are the sole property of Company and will be inventions of Company subject to this Agreement. EMPLOYEE assigns to Company all rights, title, and interest EMPLOYEE may have or may acquire in and to all Inventions. EMPLOYEE shall sign and deliver to Company (during and after service) any other documents that Company considers desirable to provide evidence of:
 - (i) the assignment of all rights of EMPLOYEE, if any, in any Inventions and
 - (ii) Company's ownership of such inventions.
- c. If Company is unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain or enforce any patent, copyright, or other right or protection relating to any Invention, whether due to Employee's unavailability or any other cause, EMPLOYEE hereby irrevocably designates and appoints Company as Employee's agent to act for, and in Employee's behalf to execute and file any such document to do all other. Lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections.

8. **Termination/ Separation/ Resignation of Services.**

If employee leaves the company for any reason, the employee confirms, undertakes and agree that for a period of 24 months immediate following the termination/separation/Resignation/ will abide by the below provisions:

- a. EMPLOYEE shall promptly and without request deliver to Company (and will not keep in Employee's possession, recreate or deliver to anyone else) all Company Confidential Information and Inventions. Such Information and Inventions include any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by EMPLOYEE pursuant to Employee's assignment with Company or otherwise belonging to Company, its successors or assigns.
- b. EMPLOYEE will protect the value of the Confidential Information and Inventions and will prevent their misappropriation or disclosure. EMPLOYEE will not disclose or use any Confidential Information or Inventions for Employee's benefit or the benefit of any third party, or to the detriment of Company or its Clients.
- c. In the event EMPLOYEE leaves Company, EMPLOYEE hereby grants Company the right to notify Employee's new employer / Company about Employee's rights and obligations under this Agreement.

EMPLOYEE Signature

9. **Specific Performance.**

- a. Because Employee's breach of this Agreement may cause company irreparable harm for which money is inadequate compensation, Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.
 - b. EMPLOYEE acknowledges and agrees that the protections set forth in this Agreement are a material condition to performing services for and compensation by Company.
10. **Amendment**. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.
 11. **Governing Law**. This Agreement and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by Indian law, without reference to the conflict-of-laws principles thereunder. Any dispute that arises under or relates to this Agreement shall be resolved by arbitration. Any such dispute shall be resolved by a neutral arbitrator, rather than through a lawsuit, with the neutral arbitrator appointed by the company and the arbitration conducted pursuant to the rules of the Indian Arbitration Act. However, the Company reserves the right to seek injunctive relief if injunctive relief is necessary in the Superior Court of the State of Tamilnadu, in and for the city of Chennai, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
 12. **Severability**. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.
 13. **Binding Effect**. This Agreement will insure to the benefit of and be binding on the successors and assigns of Company and EMPLOYEE.
 14. **Integration**. This Agreement and all other agreements and exhibits referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

EMPLOYEE Signature

15. **Warning of Effect of Agreement**.

CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INVENTIONS YOU MAKE WHILE PERFORMING SERVICES FOR COMPANY AND RESTRICTS YOUR

RIGHT TO DISCLOSE OR USE COMPANY'S CONFIDENTIAL INFORMATION
DURING OR AFTER PERFORMANCE OF SERVICES FOR COMPANY.

16. **Signature.**

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS
TERMS AND CONDITIONS HAS SIGNED THE AGREEMENT.

Date: DD/MM/YYYY

EMPLOYEE Signature

Name:

Employee code:

Date: DD/MM/YYYY
Ltd.,

HTC Global Services (India) Pvt.



Authorized Signatory

ATTACHMENT A

PRIOR KNOWLEDGE AND INVENTIONS DISCLOSURE

1. I acknowledge that I have no prior knowledge of Confidential Information or Inventions of Company, other than the following information (if none, so state):

2. I acknowledge that I have not conceived, made, or reduced to practice (alone or jointly with others) any Inventions other than the following, which are excluded from application of this Agreement (if none, so state):

3. I acknowledge that I have no other current or prior agreements, relationships, or commitments that conflict with this agreement or with my relationship with Company other than the following (if none, so state):

Date: DD/MM/YYYY

EMPLOYEE Signature