



Sl. No. 3647, Dated: 25/04/2023, Rs.20
Sold to : ANANDA KISHOR ROY
S/o.W/o.D/o. : DILIP KISHOR ROY R/o. HYD.
For Whom : ZEMOSO TECH

33AA 780728
M. LAKHAN SINGH
LICENSED STAMP VENDOR
L.No. 16-10-003/2012
RL No. 16-10-059/2021
H.No. 9-1-365/AtoC, P.Nagar, Langer House
Hyderabad-8, South (Dist.) T.S.
Cell: 8008199188

CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This AGREEMENT is entered into at Hyderabad on 2-May-23

By and between

Zemoso Technologies Pvt. Ltd. having its registered office at 8th Floor, Survey No 75,76, MJR Magnifique, Raidurg Cross Roads, Near Raidurg Police Station, Gachibowli Road, Hyderabad – 500008, Telangana (hereinafter “ZEMOSO”),

And

Naresh Chinturi, 447 Second Floor ,OLD MIG ,BHEL RC Puram 502032 (hereinafter “you”) effective as of May 02, 2023 (“Effective Date”)

(“Zemoso” and “You” shall hereinafter be referred collectively as “Parties” and individually as “Party”)

This Agreement sets forth and confirms certain understandings between you and ZEMOSO and third parties who have provided confidential information to ZEMOSO (“Third Party Beneficiaries”) with respect to your employment with ZEMOSO and your responsibilities and obligations to ZEMOSO.

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In consideration of you entering into this Agreement, in addition to your continuing employment with ZEMOSO and the compensation paid to you, ZEMOSO will provide you with one or more of the following: (1) Confidential Information (as defined below) of ZEMOSO, (2) specialized training regarding ZEMOSO's business and/or (3) authorization to have contact with and develop business relationships with customers and prospective customers of ZEMOSO on ZEMOSO's behalf. You agree not to use any of these items to damage ZEMOSO's business interests. The specific obligations and restrictions you agree to abide by in order to fulfil this obligation are set forth below.

1. **Effectiveness**

This Agreement shall become effective on the earlier of (a) commencement of your employment with ZEMOSO, or (b) the date and time at which any Confidential Information (as defined below) was or is first disclosed to you.

2. **Protection of ZEMOSO's Confidential Information**

Confidential Information. ZEMOSO has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("**Confidential Information**"). Confidential Information includes all information which is not generally known to ZEMOSO's competitors and the public, and which has or could have commercial value to ZEMOSO's business. It includes not only information disclosed by ZEMOSO and Third-Party Beneficiaries (including, but not limited to, ZEMOSO's clients, prospective clients, vendors, and partners) to you during the course of your employment with ZEMOSO, but also information developed or learned by you during the course of your employment with ZEMOSO, including Inventions, as defined below.

"**Confidential Information**" includes, but is not limited to:

- (i) Applications, databases, and other computer software developed or acquired by ZEMOSO, whether now or existing in the future, and all modifications, enhancements and versions of the software and all options available with respect to the software, and all future products developed or derived from the software;
- (ii) Source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, design concepts and related documentation and manuals;
- (iii) Marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials and information relating to ZEMOSO's business and activities and the manner in which ZEMOSO does business;
- (iv) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications;
- (v) Organizational charts, internal telephone lists and employee directories, salary information, benefits, and other personnel information that is not publicly available;
- (vi) Any other materials or information related to the business or activities of ZEMOSO that are not generally known to others engaged in similar businesses or activities;
- (vii) All ideas which are derived from or relate to your access to or knowledge of any of the above enumerated materials and information; and

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- (viii) Any materials or information related to the business or activities of the Third-Party Beneficiaries that are received by ZEMOSO in confidence or subject to nondisclosure or similar covenants, including without limitation, confidential proprietary business records, financial information, trade secrets, strategies, methods and practices of licensees of ZEMOSO software.

Confidential Information does not include inventions or other confidential information, if any, listed on Exhibit A of this Agreement.

3. **Consideration**

You acknowledge that the employment and the remuneration paid by ZEMOSO to you is good, valuable and adequate consideration for you to be bound by the terms and conditions of this Agreement.

4. **Confidentiality Obligations**

- i. You acknowledge and agree that during the term of your employment with ZEMOSO, you shall have access to Confidential Information through oral, visual, electronic, written means, solely by virtue of such employment and for the purpose of enabling you to discharge your obligations of employment towards ZEMOSO. The access to Confidential Information to you shall be at the discretion of ZEMOSO.
- ii. You understand and acknowledge that the Confidential Information is of immense value to ZEMOSO and to its present, past or prospective clients or any third party that such Confidential Information may belong to and any use or disclosure of such Confidential Information which is not in terms with this Agreement, including any inadvertent disclosure can cause immense and irreparable damage, loss and harm to ZEMOSO's reputation and business, and hence you undertake to keep such Confidential Information confidential and use the same solely for the purpose for which it was disclosed to you.
- iii. You acknowledge and agree that during the term of this Agreement and after the termination of your employment with ZEMOSO for whatever reason, to keep and hold in strictest confidence, and not to disclose to any person, association, firm, corporation or other entity in any manner, directly or indirectly, any of the Confidential Information (in whatever form), received, acquired, or developed by you through your association with ZEMOSO, or use, or permit any person, association, firm, corporation or other entity to use, in any manner, directly or indirectly, any such Confidential Information. You shall absolutely refrain from divulging, discussing, disclosing the Confidential Information to any third party without the written authorisation of ZEMOSO, unless otherwise authorised by the terms and conditions of this Agreement. You agree to maintain the confidentiality of the Confidential Information during your employment and perpetually after the date of your termination.
- iv. You recognize that the ZEMOSO has received, and in the future will receive information from third parties, that would be confidential and proprietary in nature to such third parties and during the course of your employment with ZEMOSO and that you may have access to such information. You agree to hold all such third-party information in the strictest confidence and not to disclose it to any person or to use in any manner except as necessary in carrying out work for ZEMOSO consistent with ZEMOSO's agreement with such third party.
- v. You further undertake not to make copies of the Confidential Information except as authorised by ZEMOSO. Nothing contained in this Agreement shall be construed as granting or conferring any rights either as a licensee or otherwise in the Confidential Information. You shall not claim or represent to hold any interest by way of ownership, assignment or otherwise in the Confidential Information.

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5. **Non-Compete, Non-Solicitation of Clients, Affiliates, or Employees**

You acknowledge the highly confidential nature of information regarding ZEMOSO's clients, affiliates, employees, agents, independent contractors, suppliers, and consultants. You agree not to solicit the business of ZEMOSO's customers, or induce employees of ZEMOSO to work for you or for a Competitor of ZEMOSO at any time during the currency of your employment or thereafter. You further acknowledge that violation of any of the obligations in the present Agreement could cause irreparable harm to ZEMOSO that may not be adequately compensated by liquidated damages and could also amount to criminal breach of trust.

A "Competitor" is an entity that markets services or software that compete with one or more ZEMOSO service offering or software product. Therefore, during your employment and for a period of twelve (12) months thereafter, you must not directly or indirectly: (a) solicit for employment or hire any employee of ZEMOSO or anyone who was an employee of ZEMOSO at any time during the preceding six (6) months; or (b) solicit any client, supplier, consultant or any other stakeholder of ZEMOSO whether or not you have worked with such stakeholder during the course of your employment with ZEMOSO; (c) cause or encourage any other party to do so. You must not make any written or oral statement about ZEMOSO, its employees, customers, suppliers or agents that is (i) untrue, derogatory or defamatory, or (ii) designed to embarrass or criticize any of the foregoing.

You agree that during your employment and for a period of twelve (12) months thereafter, you must not directly or indirectly engage in any activities that are directly or indirectly competing with the business activities of the Company.

6. **Compliance with Securities Laws**

You acknowledge that some of ZEMOSO's clients are publicly held companies. You agree that you will not use, or cause or enable any third party, whether directly or indirectly, to use, any Confidential Information, or other material non-public information regarding ZEMOSO's clients or their affiliates in violation of any applicable securities laws. Further, you acknowledge and agree that you shall not use any material, non-public information (such as may be contained in the Confidential Information or the existence of this Agreement) for purchasing or selling securities of above mentioned publicly-traded company or communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

7. **Proprietary Information or Trade Secrets of Others**

You will not disclose to ZEMOSO, or use, or induce ZEMOSO to use, any proprietary information or trade secrets of others. You represent and warrant that you have returned all property and confidential information belonging to all prior employers. You further represent and warrant that you have no other agreements, relationships or commitments to any other person or entity that conflict with your obligations to ZEMOSO under this Agreement.

8. **No Authority to Bind ZEMOSO**

You understand and agree that you do not have any authority to enter into any agreements on behalf of ZEMOSO and you shall not sign or otherwise consent (including via electronic consents

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provided by way of click wrap or shrink wrap) to any agreements on behalf of ZEMOSO. The only exceptions to this clause shall be when you have been provided with written authorization signed by the Chief Executive Officer of ZEMOSO authorizing you to act as a signatory on behalf of ZEMOSO.

9. **Intellectual Property**

Disclosure of Intellectual Property, including Inventions. You shall promptly disclose in writing to ZEMOSO all discoveries, developments, computer code whether in source or object code format, designs, ideas, improvements, inventions, formulas, processes, techniques, know-how, and data (whether or not patentable or registrable under copyright or similar statutes) made, conceived, reduced to practice, or learned by you (either alone or jointly with others), referred to as Intellectual Property during the period of your employment with ZEMOSO, whether or not such items relate to or are useful in connection with any business now or hereafter carried on or contemplated by ZEMOSO, including developments or expansions of ZEMOSO's present field of operations.

10. **Assignment/Ownership of Inventions and Confidential Information.**

- i. You acknowledge and agree that all Intellectual Property, including Inventions developed, discovered, conceived, reduced to practice, or learned by you shall be the sole and exclusive property of ZEMOSO and shall be the Intellectual Property of ZEMOSO, subject to the provisions of this Agreement. You hereby, perpetually and irrevocably transfer, assign to ZEMOSO all right, title, and interest you may have or may acquire in and to all Intellectual Property, including Inventions. You agree to execute and deliver to ZEMOSO (either during or subsequent to your employment), at no cost, such other documents as ZEMOSO considers desirable to evidence the assignment of all your rights, if any, in any Inventions to ZEMOSO and ZEMOSO's ownership of such Inventions.
- ii. You agree and understand that any and all copyrightable works that are prepared by you , during your employment with ZEMOSO, shall be deemed to be commissioned and paid for, and developed on 'work for hire' basis by you for ZEMOSO under applicable law and ZEMOSO will be considered the first owner of such copyrightable works. To the extent that the ZEMOSO is not considered the first owner of the Intellectual Property, including Inventions created by you, the copyright and all related rights, title and interest in all such Intellectual Property, including Inventions will be exclusively and irrevocably assigned by you to ZEMOSO in consideration of your employment with ZEMOSO, which constitutes valid and adequate consideration. You undertake and agree to execute confirmations of such assignments and any other documents that may be requested by ZEMOSO in connection with the Inventions.
- iii. You shall not, either directly or indirectly, reverse-engineer, decompile or disassemble, modify or create any derivative work or deal with the Intellectual Property, including Inventions or Confidential Information in any manner which is inconsistent with the actual/expected manner in which you are supposed to deal with such Intellectual Property, including Inventions or Confidential Information by virtue of your employment with ZEMOSO.

11. **Employee Warranties**

- i. During your employment with ZEMOSO, you warrant that you have not violated and shall not violate any third-party rights including any under law, equity or contract;

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- ii. During your employment with ZEMOSO, you warrant that you are not in breach of / have not breached or shall not breach any contractual obligations with any third party;
- iii. You warrant that your execution of this Agreement shall not violate any contract that you may have with any third-party;
- iv. You warrant that you have not and/or shall not convey or transfer in any manner whatsoever, whether for consideration or no consideration, any rights in the Intellectual Property, including Inventions or Confidential Information to any third party except as otherwise provided herein.

12. **Power of Attorney**

In the event ZEMOSO is unable to secure your signature on any document necessary to apply for, prosecute, obtain, or enforce any Intellectual Property, including Inventions and also including any Confidential Information, patent, copyright, or other right to protection relating to any Intellectual Property and Invention, whether due to mental or physical incapacity or any other cause, you hereby irrevocably designate and appoint ZEMOSO and each of its duly authorized officers and agents as your agent and attorney-in-fact, to act for and on your behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the application for, prosecution, issuance, and enforcement of Intellectual Property, including Inventions, patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by you.

13. **Termination of Employment**

i. **Delivery of Documents and Data upon Termination of Employment**

When your relationship with ZEMOSO ends (regardless of reason), you agree, promptly and without request, to deliver to and inform ZEMOSO of all materials, correspondence, documents and other writings, data, computer programs and printouts, and other information in written, graphic, magnetic, optical, computerized or other form, which relate to your employment and the Confidential Information and Intellectual Property and Inventions of ZEMOSO, whether prepared by you or otherwise coming into your possession or control. You will not retain any copies thereof, regardless of where or by whom such materials and information were kept or prepared. Further you agree to provide ZEMOSO with written confirmation that all the Confidential Information and Intellectual Property and Inventions in your possession has been successfully returned and delivered to ZEMOSO and that you have not retained any copies thereof in any form.

ii. **Your Obligations after Termination of Employment**

In the event of termination (voluntary or otherwise) of your employment with ZEMOSO, you agree that you will protect the value of the Confidential Information and Intellectual Property and Inventions of ZEMOSO and will prevent their misappropriation or disclosure. Upon voluntary or involuntary termination of your employment with ZEMOSO, you agree to acknowledge that the obligations set forth herein pertaining to Intellectual Property and Inventions and Confidential Information shall continue in perpetuity and shall survive the termination of this Agreement.

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14. **Indemnification**

In addition to other remedies that either party might have for breach of this Agreement, each Party agrees to indemnify and hold the other harmless from any breach of the provisions of this Agreement, including but not limited to the payment of reasonable attorney fees and costs.

15. **Injunctive Relief**

You understand and acknowledge that any breach of this Agreement may cause ZEMOSO irreparable harm for which liquidated damages would be an inadequate compensation, and therefore you further agree that ZEMOSO will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

16. **Attorneys' Fees**

If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

17. **Understanding**

You acknowledge and agree that the protections set forth in this Agreement are a material condition to your employment by ZEMOSO.

18. **Amendment and Binding Effect**

This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on your heirs, executors, administrators, and other legal representatives and assigns, and is for the benefit of ZEMOSO and its successors and assigns.

19. **Governing Law and Resolving of Dispute**

The Agreement shall be governed by the applicable laws in force in the State of Telangana, Hyderabad, India. In case of any unresolvable differences arising at any time between the Parties hereto as to the interpretation or effect of this Agreement or any clause or matter herein contained or otherwise howsoever in relation to the Agreement, the same shall in the first instance be referred to arbitration by an arbitrator to be mutually agreed upon, failing which to be appointed by court. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 and the seat of arbitration shall be Hyderabad, Telangana, India. Any arbitration award shall be final and binding and shall be paid by the party which does not principally prevail in the arbitration. Courts in Hyderabad, in the State of Telangana shall have exclusive jurisdiction over all disputes arising under this Agreement.

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20. **Entire Understanding**

This Agreement expresses the entire understanding of the parties about the described subject matter, superseding all prior or contemporaneous agreements and understanding (whether oral or written) between the parties with respect to the subject matter.

21. **Assignment of the Agreement**

This Agreement, or any part thereof, may be assigned to any third party only by ZEMOSO, at its sole discretion.

22. **Cumulative Remedies**

Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by ZEMOSO of any failure by you to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by ZEMOSO of any right shall be construed as a waiver of any other right. Any waiver by ZEMOSO must be in writing and signed by an officer authorised for the said purpose by ZEMOSO. ZEMOSO shall not be required to give notice to enforce strict adherence to the terms of this Agreement.

23. **Waiver**

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

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24. **Severability**

The provisions of this Agreement are distinct and severable, and if any provision of this Agreement is invalid or unenforceable, the invalidity and unenforceability of such provision shall not affect the other provisions of this Agreement and all other provisions shall remain in full force and effect. Additionally, if any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable and shall not affect the remainder of the Agreement. Any court interpreting this Agreement may modify this Agreement to the extent necessary to consider it reasonable and enforceable. It is expressly agreed that the exercise of any claim or cause of action you may have against ZEMOSO, whether or not based on this Agreement, is not a defence to the enforcement of this Agreement. In the event that you are found to have violated any of the time-limited restrictions on your conduct that are provided for in this Agreement, the applicable time period for the restriction violated shall be extended by one day for each day you are in violation. This provision is not intended and shall not be construed to create an indefinite restriction. In no event shall the duration of time that you are actually restrained be longer than one (1) year.

By signing below, you acknowledge that you understand and agree to the terms contained in this Agreement, and that you are freely and voluntarily entering into this Agreement. You have had an opportunity to consult a competent legal counsel before entering into this Agreement.

For Zemoso Technologies Pvt. Ltd.

Name: Ananda Kishore Roy

Designation: Director

Signature: 

ACCEPTED AND AGREED:

Name: nareshchinturi

Signature:  nareshchinturi (May 2, 2023 20:37 GMT+5.5)

EXHIBIT A

Zemoso Technologies Pvt. Ltd.

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Zemoso Technologies Pvt. Ltd. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company, that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

_____ No inventions or improvements.

_____ See below:

_____ Additional sheets attached.

2. I propose to bring to the Company, as part of my employment, the following materials and documents of a former employer:

_____ No materials or documents.

_____ See below: