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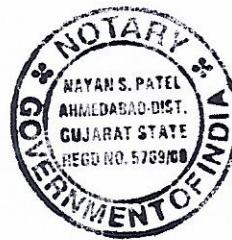
INDIA STAMP DUTY GUJARAT

SERIAL NO.: 22/2015

NAYAN S. PATEL
NOTARY
GOVT. OF INDIA

20 MAY 2015

NON-DISCLOSURE, NON-SOLICITATION, NON-COMPETE
AND LIMITATION OF LIABILITY AGREEMENT



This Agreement is entered into between SciTER Technologies Pvt. Ltd, the company incorporated under the provisions of the Companies Act, 1956, having its registered & global Corporate Office at 4th Floor Bhikhubhai Chambers, Gandhikunj Society, Opp. Dipak Petrol Pump, Ellisbridge, Ahmedabad -380006 all its wholly owned subsidiary companies (hereinafter referred to as the "COMPANY", which expression, unless it be repugnant to the subject or the context thereof, be deemed to mean and include its successors in interest and assigns) and Mr./Ms. Kinjal Jatinkumar Bhatt, residing at B-7/404, Vishwas Appartment, Near Green Wood Bunglows, Near Sola Crossing , Thaltej, Ahmedabad - 380061 having permanent residential address at B-7/404, Vishwas Appartment, Near Green Wood Bunglows, Near Sola Crossing , Thaltej, Ahmedabad - 380061, and hereinafter referred to as the "Employee/Candidate" which expression shall, unless it be repugnant to the subject or the context thereof, be deemed to mean and include his/her heirs, administrators and executors, currently associated with the Company at one of its offices.

Both, the Company and the Employee/Candidates are referred to herein as the "Party" individually and as the "Parties" in the collective.

WHEREAS:

The Company is a Global Company for providing Information & Communication Technology Solutions. "Employee/Candidates" is a person associated with the Company, signing this agreement in the capacity of either an employee/a consultant/a project trainee/a retainer on retainer ship contract, or employees of third parties, contractors, sub-contractors and employees of customer or a business associate temporarily assigned to the company in full time/part time assignment, working either at any of the offices of the Company or at any customer site.

"Employee/Candidates" is just a term as a reference point to denote team spirit and therefore is not a title for the purpose of defining any contractual benefit to any person, as applicable to full time employees of the Company.

DEFINITIONS AND INTERPRETATION

A. Company

The "Company" shall mean SciTER Technologies Pvt. Ltd., and all its subsidiaries, group companies globally.

B. Partners

"Partners" mean existing or prospective channel Partners, technology Partners, consultants, business Partners, customers, collaborators, joint venture Partners, vendors, non-executive directors, shareholders and Employee/Candidates of the Company.

For, SciTER Technologies Pvt. Ltd.

Manager - HR



C. Third Party

"Third Party" includes, but is not limited to any competitors of the company, future employees, family, friends, relatives and acquaintances, newspapers, magazines and/or media of any type and any person or entity, not specifically authorized by the management of the Company to receive information from the Employee/Candidates.

D. Confidential Information

Information or documents in print or electronic media or discussed in meetings, shared for the purpose of conducting business or otherwise belonging to the Company or belonging to a prospective or existing Partner(s) are all covered under the category of "Confidential Information". More particularly, the information/documents described in this clause in point 1 are included within the definition of confidential information. The list is indicative and not exhaustive, and where in doubt, the Employee/Candidates must confirm with the Head – Finance / CFO/Company Secretary about the confidentiality of the information.

Further, and in addition to the above, "Confidential Information" means all information relating to the Company which might fairly be considered to be of a confidential nature, whether or not identified as confidential at the time of disclosure and includes, but is not limited to:

1. All technical information including but not limited to software code, source code of software, processes, models, policies, procedures, tool kits, architectures, systems engineering, memoranda, notes, records, drawings, manuals, implementation & support procedures, specifications, designs, data, processes and systems, customer site related information and commercial information including but not limited to customers, prospective clients and business prospects, business plan, investment details, analysis of internal working, business proposals, competition analysis, projections, personnel data etc; supplied to the Employee/Candidates and/or intentionally or unintentionally received by the Employee/Candidates in any manner, verbally or by any electronic, digital or printed media including all copies, extracts and summaries thereof;
2. Any business or technical information whether or not stored in any medium, relating to the business of the Company (and/or those of its customers) including but not limited to financial information, equipment, documentation, strategies, marketing plans, pricing information, information relating to existing, previous and potential customers and contracts;
3. Information relating to the Company which is obtained whether (without limitation) in writing, pictorially, in machine - readable form, on floppy diskettes or orally, by the Employee/Candidates from either the Company or its representatives;
4. Original information supplied by the Company;
5. Non-Disclosure Agreements supplied by our customers and business associates
6. All information provided like details of designs, architecture, workflow, software code, and software source code in trust, which the Company shares with the Employee/Candidates for undertaking projects.
7. Business strategies, sales plans, financial data and other commercial information in trust.
8. Presentations and discussion made with Partners, and all information discussed in such forum.

Notwithstanding the above, however, no information constitutes confidential information if it is generic information or general knowledge or if it is otherwise publicly known and in the public domain, or was known by the Employee/Candidates prior to the Employee/Candidates receiving the same from the Company. However, the obligations contained in this agreement as regards Confidential Information shall not apply to the extent that the Employee/Candidates is obliged to disclose the Confidential Information by law, or the order of any court of competent jurisdiction or by any recognised investment exchange.

E. Interpretation

In this Agreement, unless the contrary intention appears:

For, SciTER Technologies Pvt. Ltd.

Manager -HR

1. A reference to an article, schedule, annexure or exhibit is a reference to an article or an exhibit of or a schedule or annexure to this Agreement;
2. A reference to this Agreement or another instrument includes any variation or replacement of either of them;
3. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
4. The singular includes the plural and vice versa;
5. The word "person" includes a firm, a body corporate, an unincorporated association or any other judicial person;
6. A reference to a person includes a reference to the person's successors and assigns;
7. If a period of time is specified and it is from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
8. A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
9. The use of headings in the Articles in this Agreement is for convenience only and shall not affect the construction of the individual Articles or limit, alter or affect the meaning of this Agreement as a whole.
10. The term "Employee/Candidates" is just a term as a reference point to denote team spirit and therefore is not a title for the purpose of defining any contractual benefit to any person, as applicable to full time employees of the Company.

It is agreed between the parties as under:-

1. CONFIDENTIALITY

- a. The Employee/Candidates shall be obliged to keep all Confidential information pertaining to the Company and Partners referred above, shared with the Employee/Candidates or the Employee/Candidates acquiring knowledge about, in any form what so ever, strictly confidential. The Employee/Candidates shall be bound to maintain high level of Confidentiality while dealing with the confidential information and shall use the same only for authorized purposes.
- b. Further, the Employee/Candidates specifically agrees that if the Employee/Candidates has been involved with functions that relate to technical architecture, design, framework, middleware or processes of the Company or its Partners, the Employee/Candidates will be obliged not to disclose any Confidential Information to any third party during the tenure of the Employee/Candidates' association with the Company and upto completion of two years from the Employee/Candidates' dis-association of any nature from the Company.

2. EXCLUSIVITY

- a. In the event the Employee/Candidates' engagement with the Company is on a part-time basis, the Employee/Candidates is deemed to be in exclusive association with the Company during the tenure of the association.
- b. The Employee/Candidates agrees that while in association with the Company, the Employee/Candidates will not be eligible to practice any other profession or employment; full or part time, whether directly or indirectly. Any such intent must be notified & approved in writing from the Head – HR or the Managing Director prior to the Employee/Candidates associating with or taking up any such assignment.

While in association with the Company, the Employee/Candidates agrees that the Employee/Candidates will not wear any competitive logo on person or use in stationery or any other items in use by the Employee/Candidates. However, occasional use of partner's logo on the Employee/Candidates' attire (in specific events) may be permitted by the Company in its sole discretion.

For, SciTER Technologies Pvt. Ltd.

Neha
Manager -HR



K. Joseph

damages or loss, specially claims by third parties that are indirect or consequential in nature towards the Employee/Candidates or the Employee/Candidate's family.

- c. Subject to such laws as may be applicable, the Company, its officials, directors, shareholders shall not be liable for any claims whatsoever, including any third party claims or consequential damages of any nature, arising out of the Employee/Candidate's actions in the discharge of the duties in the normal course of association with the Company in any location globally in any jurisdiction.

6. INTELLECTUAL PROPERTY RIGHTS

- a. It is understood that the Company holds sole copyrights, trademarks and proprietary rights to all the work the Employee/Candidates creates during his/her association with the Company.
- b. The Company shall have sole and exclusive ownership of all rights, title, and interest in and to the information including ownership of all copyrights & trade secrets pertaining thereto, other than the rights & privileges expressly granted by the Company.
- c. The Company claims and reserves all rights and benefits afforded under Indian & International copyright, trade mark, patents and IPR protection and all other laws for all information supplied. The binary or object code version of software programs supplied as information may under no circumstances be reverse-engineered or reverse-compiled without the Company's further written consent. The information including the source code version of all software programs and all software development processes, technical or business processes that may be included in the information are considered to include valuable trade secrets of the Company or the Partner as the case may be.

CUSTODY OF CONFIDENTIAL INFORMATION

The Employee/Candidates agrees and undertakes to keep in safe custody the confidential information and all other documentation and other papers and all disks, tapes and media recording etc. The Employee/Candidates also agrees and declares that the Employee/Candidates will not carry outside the establishment premises any confidential information, except what is officially permitted.

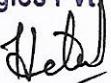
8. HANDOVER OF CONFIDENTIAL INFORMATION

The Employee/Candidates agrees and undertakes that on completion of the tenure or on termination of the Employee/Candidate's association, the Employee/Candidates will immediately hand over to the Company the Confidential Information together with all other information relating to it and that the Employee/Candidates will not retain any copies or other reproductions in whole or in part of any such Confidential Information.

9. Restrictions

- a. Recipient shall not disclose any Confidential Information to third parties without the prior written authorization of the Company. Notwithstanding the foregoing, Recipient shall not at any time disclose to any third party any Confidential Information comprising a trade secret of the Company or any Confidential Information of any other party to whom the Company owes an obligation. However, Recipient may disclose Confidential Information in accordance with judicial or other governmental orders, provided Recipient shall give the Company reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- b. Recipient shall not use any Confidential Information or Confidential Materials of the Company for any purposes except those expressly contemplated hereby or as authorized by the Company.
- c. Recipient shall take reasonable security precautions, which shall in any event be as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Recipient may disclose Confidential Information or Confidential Materials only to Recipient's employees or consultants on a need-to-know basis. Recipient shall instruct all employees given access to the information to maintain confidentiality and to refrain from making unauthorized copies. Recipient shall maintain appropriate written agreements with its employees, consultants,

For, SciTER Technologies Pvt. Ltd.


Manager - HR





parent, subsidiaries, affiliates or related parties, who receive, or have access to, Confidential Information sufficient to enable it to comply with the terms of this Agreement.

- d. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Recipient's business relationship with the Company, and only as otherwise provided hereunder. Recipient agrees to segregate all such Confidential Materials from the confidential materials of others to prevent commingling.
- e. The employee/candidate is bound to see interest and welfare of the customer/clients of the company and in any case he/she shall not disclose any confidential and any other information comprising a trade secret of the customer/clients of the company during service and even after leaving the company under any circumstances and failure of which will amount to breach of the contract and serious action will be taken by the company as well as the customer/clients at the cost and consequences of the employee/candidate.

10. OPERATION AND TENURE OF THE AGREEMENT

- a. The Employee/Candidates agrees that this agreement is effective from the date of the Employee/Candidates signing this agreement.
- b. The Employee/Candidates agrees that this agreement shall continue to be operative notwithstanding the change in the mode of the Employee/Candidate's association (as an employee/consultant/retainer/project trainee), designation, promotion, transfer from one department to another, or from one division to another, or a region to another, from one country to another, from one subsidiary to another and any other changes involving new lines of businesses of any nature whatsoever that may be engaged in by the Company from time to time in addition to the existing and/or the past lines of business engaged in by the Company.
- c. The confidentiality, non-compete, non-solicitation, non-hire clauses shall be applicable during the Employee/Candidate's association with the Company and shall continue to operate after cessation of the Employee/Candidate's association with the Company for a period of two years. And in furthermore he/she shall not anywhere at any time after relinquishment / termination of his service / employment either personally or through his agents, friends or relatives directly or indirectly represent himself as being connected or interested in any way in the business of the Company.

11. ASSIGNMENT; SUCCESSORS:

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any entity with which or into which the Company may be merged or which may otherwise succeed to its assets or business; provided, however, that the Employee/Candidate's obligations are personal under this agreement and shall not be assigned by the Employee/Candidates to any other person or entity.

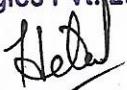
12. SERVICES CONDITIONS

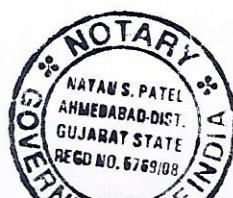
The employee shall be governed by the rules, regulations and such other practices, systems, procedures and policies framed by the Company from time to time.

13. BREACH OF AGREEMENT

The Employee/Candidates agrees and accepts that any breach or violation of any one or more of the terms of this Agreement will be considered a criminal breach of trust on the Employee/Candidate's part. And furthermore The employee shall at any time be liable for the disciplinary actions such as Warnings, Suspension, Discharge, Dismissal, or Losing lien on his employment for unsatisfactory performance, causing damage / financial loss to the Company, committing breach of any service conditions, misconducts such as irregular attendance, unauthorized absence, immorality, conviction, falsification of documents / records or information

For, SciTER Technologies Pvt.Ltd.


Manager -HR





given in his bio data / application for securing job in the Company or any undesirable acts which in the opinion of the Company is prejudicial and detrimental to the interest of the Company.

14. REMEDY TO THE BREACH

The Employee/Candidates acknowledges that in the event of any breach of this agreement, the Company will not have an adequate remedy in terms of monetary compensation solely. The Company therefore shall be entitled in such event to obtain an injunctive relief against the Employee/Candidates for such breaches from any court of competent jurisdiction and/or claim damages from the Employee/Candidates. Company's right to obtain such relief shall not limit its rights to obtain other remedies.

15. INDEMNITY

The Employee/Candidates agrees to indemnify and keep indemnified the Company from and against all losses, damages, costs, charges, and expenses that the Company may have to bear, pay, or suffer, directly or indirectly, as a consequence of the breach or contravention of any of the provisions of this Agreement by the Candidate/Employee.

16. JURISDICTION:

The interpretation and enforcement of this agreement shall be governed by Indian Law and both the parties hereby submit to the exclusive jurisdiction of the courts of competent jurisdiction at Ahmedabad, Gujarat, India.

17. ENTIRETY:

If any provisions of this agreement, including any phrase, sentence, clause, or sub clause of this Agreement become invalid or un-enforceable due to change of law of land or due to in-flux of time, the remaining clauses of this agreement shall continue to remain enforceable & binding on the Employee/Candidates.

18. MISCELLANEOUS:

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the signatories and shall supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the signatories in connection with the subject matter hereof.
- b. **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialled by all signatories to this Agreement.
- c. **Gender:** In the entire agreement, the masculine gender shall be construed as feminine gender, wherever, applicable.
- d. **Agreement:** The present rules which are part of the appointment letter issued to the employee, shall be construed as binding agreement to the employee.

The employee/candidate will not without prior permission in writing from the company engage in any other services or business directly or indirectly, as a part-time employee / advisor / consultant and or in any other form during the term of his/her employment with the company and for this he/she gives a guarantee to the company.

19. ADEQUATE CONSIDERATION:

This Agreement is entered into by the Company and by the Employee/Candidates for good and adequate consideration, the sufficiency of which the Employee/Candidates specifically acknowledge.

For, SciTER Technologies Pvt. Ltd.


Manager - HR




Mayans Patel

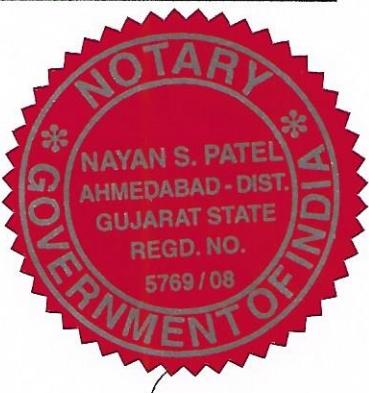


IN WITNESS WHEREOF the parties hereto have set their respective hands to this writing on this the day of
Ahmedabad,
20 MAY 2015

Sr. No.	Name	Signature	Photograph	Witness
1	For, SciTER Technologies Pvt. Ltd. Hetal Gajjar Manager – HR	For, SciTER Technologies Pvt. Ltd. Hetal Manager -HR	 	Rajvisinh Zala (Address): A/302, Radheshyam Flats, OppShilpBanglow, Shri Ram Chok, New Naroda, Ahmedabad
2	Employee Name: Kinjal Jatinkumar Bhatt B-7/404, Vishwas Appartment, Near Green Wood Bunglows, Near Sola Crossing , Thaltej, Ahmedabad - 380061	Kinjal Bhatt	 	Harsha Hirpara (Address): 4/A Saurastra Patel Society, Opp. IndulalaYagnik Hall, Bapunagar, Ahmedabad 380024

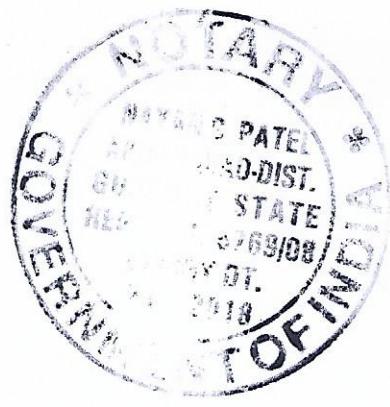
IDENTIFIED BY ME
 A. S. BHATT
 ADVOCATE

SIGNED
 BEFORE ME
 NAYAN S. PATEL
 NOTARY
 GOVT. OF INDIA
 20 MAY 2015



For, SciTER Technologies Pvt. Ltd.

Manager -HR



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Government of India

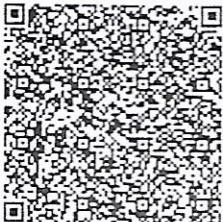


રાજવીરસિંહ જાલા

Rajvirsinh Zala

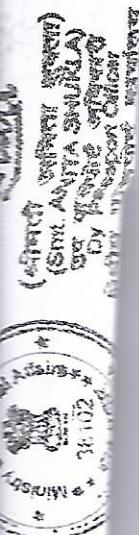
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આધાર - સામાન્ય માણસનો અધિકાર





भारतीय विशिष्ट योगभाषा प्राधिकरण

Unique Identification Authority of India

સરનામું: S/O: પ્રતાપસિંહ, એ-302, રાધેશ્યામ Address: S/O: Pratapsinh, A-302,
રેસિડેન્સી, શિલ્પ બંગલોજ સામે, નવા નરોડા, Radheshyam Residency, Opp Shilp
અહમદાવાદ ચિત્ય, નરોડા આઈ ઈ, અમદાવાદ, Bunglows, Nava Naroda, Ahmadabad City,
ગુજરાત, 382330 Naroda I E, Ahmedabad, Gujarat, 382330

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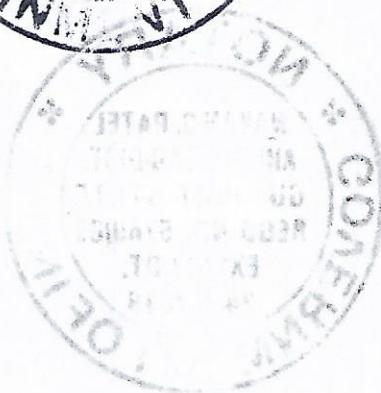
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1800 300 1947



help@uidai.gov.in



www.uidai.gov.in



भारत सरकार

GOVT. OF INDIA



प्रथम

INCOME TAX DEPARTMENT

HIRPARA HARSHABEN CHIRAGKUMAR

BHIMJIBHAI DEVSHIBHAI DHANANI

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26/08/1988
Permanent Account Number

AJOPH3609R

Signature



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SciTER

Work Together Grow Together

CIN : U72900GJ2012PTC073011

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SCITER TECHNOLOGIES PRIVATE LIITED HELD AT THE REGISTEED OFFICE OF THE COMPANY AT 4TH FLOOR, BHIKHUBHAI CHAMBERS, GANHIKUNJ SOCIETY, OPP. DIPAK PETROL PUMP, ELLISBRIDGE, AHMEDABAD – 380006 ON 15TH MAY 2015 AT 10.30 AM

The chairman informed the board that the company agrees to sign a Non – Disclosure Agreement with all its existing employees and there by authorize Ms. Hetal Gajjar, Manager – HR of the company to sign and execute the necessary documents and agreement for this purpose.

"RESOLVES THAT we SciTER Technologies Pvt. Ltd. Having our registered office in 4th floor, Bhikhubhai Chambers, Gandhikunj Society, Opp. Dipak Petrol Pump, Ellisbridge, Ahmedabad – 380006, hereby authorize Ms. Hetal Gajjar, Manager – HR of the company having PAN number AVLPG3950D to enter into agreement for Non – Disclosure for and on behalf of the company with all employees of the company."

Sharadaben Patel

Chirag Hirpara

Q/H2 E/1

C. R. Hirpara

Director

Director



SciTER Technologies Pvt. Ltd.

4th floor, Bhikhubhai Chambers,
18, Gandhikunj Society, Nr. Kochrab Ashram,
Ellisbridge, Ahmedabad - 380006 Gujarat INDIA
Ph: +91 79 26585857, +91 79 40191566