

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

Confidentiality, Non-disclosure, Intellectual Property Rights and Security Responsibilities Agreement:

As a condition of my becoming retained as an employee, consultant or contractor (or such relationship being continued) by Encora Digital India Pvt. Ltd. or any of its direct or indirect subsidiaries, affiliates or parents (altogether the “Company”), and in consideration of my relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment, Contractor or Consulting Relationship.** I understand and acknowledge that this Agreement does not alter, amend or expand upon any rights I may have to continue in an employment, contractor or consulting relationship with the Company (the “Relationship”), or the duration of my Relationship with the Company under any existing agreements between the Company and me, including but not limited to the agreement entered into by and between the Company and me regarding the Relationship, or under applicable law. The Relationship shall also specifically include any assignments to work, on behalf of the Company, on any accounts or projects of any customers, customers, partners or suppliers of the Company (altogether, the “Company Customers”).
2. **Confidential Information.**
 - a. **Nondisclosure.** I agree at all times during the term of my Relationship with the Company and at all times thereafter, to hold in strictest confidence, and not to use, sell, rent, lecture upon, publish, trade, benefit from, or in any way disclose to, any person, firm, corporation or other entity (except for the benefit of the Company or Company Customers to the extent necessary to perform my obligations to the Company or Company Customers under the Relationship) without the written authorization of the Board of Directors of the Company, any Confidential Information of the Company or Company Customers which I obtain or create. I further agree not to make copies of such Confidential Information except as authorized by the Company. As used in this Agreement, the term “Confidential Information” means any and all information pertaining to any aspects of the Company’s or the Company Customers’ business which is either information not known by actual or potential competitors of the Company or the Company Customers or is proprietary information of the Company or the Company Customers, whether of a technical nature or otherwise. Confidential Information shall specifically include all Residuals. For the purposes of this Agreement, “Residuals” shall mean information in non-tangible form, which may be retained by me, including ideas, concepts, know-how or techniques.
 - b. During my Relationship with the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company or Company Customers any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality, unless consented to in writing by such former employer or person.

3. **Inventions.**

a. **Assignment of Inventions.** I agree that I will promptly disclose to the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of my Relationship with the Company (collectively referred to as "Inventions"), which shall specifically include any work performed or created by me, in whole or in part, on behalf of the Company for any Company Customers.

b. **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordation's, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company or its designee and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world. If the Company or its designee is unable because of my mental or physical incapacity or unavailability or for any other reason to secure my signature to apply for or to pursue any application for any patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to the Company or its designee as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by me. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company or such designee. Any work required by the Company will be performed at the Company's cost at individual reasonable market rates.

c. **Moral Rights.** "Moral Rights" means any rights of paternity or integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work, and any similar right existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right". I hereby waive and agree never to assert any Moral Rights that I may have in any Inventions or any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights in property owned by Company Customers.

4. **Work Ethics:** I shall not indulge in any kind of unethical activity related to the tasks for which I have been employed by this organization. I will not attempt to malign the image of the Company in any manner whatsoever.

5. **Work Instructions:** The definition of the work that has to be undertaken by me will be specified by my superior. I hereby agree to follow such work instructions completely and any clarification in this regard will be sought from my superiors alone. I will not try to communicate directly with the customers of the Company unless specifically instructed to do so by my superiors. I will not try to up-grade or train myself unless permitted to do so by my superiors.

6. **Customer Intellectual Property. Customer Specific Data / Information:** I acknowledge that during the course of my employment with the Company I may be assigned to specific project/projects of customers. I shall, during such deputation be fully, punctually and to the satisfaction of the Company and such

customers comply with the rules and requirements relating to non-disclosure, confidentiality, security checks and procedures or any other related matters as may be prescribed by such customers. I also agree to strictly and conscientiously abide by the rules, regulations and security policies related to data, information, network, systems, processes, procedures related to the Customer or customer data that will be passed on to me as part of the work. I shall adhere to the specific security measures as required by the Company's Customer unequivocally and to the satisfaction of the Company and the Customer. Apart from policies / requirements laid out by the Company, I agree to be bound by and follow the Information Security Do's & Don'ts at all times published in the Company's intranet portal.

7. **Third Party Information:** I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to 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 my work for the Company consistent with the Company's agreement with such third party.
8. **Former Employer Information:** I agree that I will not, during the employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
9. **Representations and Covenants.**
 - a. **Non-Compete, Non-Solicitation and Other Activities.** I represent that during the term of my Relationship with the Company, I will not, without the Company's express written consent, engage in any employment or business activity other than for the Company or for the Company Customers on behalf of the Company. I also represent that during the term of my Relationship with the Company and for twelve (12) months after the date of termination of my Relationship by the Company for any reason, I will not (i) directly or indirectly, solicit, induce, recruit, encourage or take away, or attempt to solicit, induce, recruit, encourage or take away employees, contractors or consultants of the Company to leave the employment of the Company; (ii) solicit the business of any client or customer of the Company or Company Customers (other than on behalf and for the benefit of the Company or Company Customers; or (iii) otherwise interfere with any business relationship of the Company or Company Customers. The term "in competition with" the Company or Company Customers shall mean any business activity which is the same or comparable to the business activities conducted by the Company or Company Customers or any business activity which has or may result in products or services the same or comparable to those developed or offered by the Company or Company Customers or a list of competitors published by the Company or the Company customers from time to time, during my Relationship with the Company.
 - b. **Non-Solicitation of Company Customers.** I represent that during my Relationship with the Company and at any time following termination of my Relationship with the Company for any reason, with or without cause, I shall not use any Confidential Information of the Company or Company Customers to attempt to negatively influence any of the Company Customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct his or its purchase of products or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.
 - c. **Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into with any third party, including without limitation any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to commencement of my Relationship with the Company.
 - d. **Indemnification.** I agree to keep the Company fully indemnified for any damages, loss, claims, penalties, costs, interests thereon of any kind which the Company may suffer due to:
 - (i) any improper disclosure of the Confidential Information;
 - (ii) any act of gross negligence, misfeasance, willful misconduct or fraud;
 - (iii) any contravention and non-compliance of the rest of the terms and conditions of this

Agreement.

10. **Returning Company or Company Customer's Documents:** At the time of my leaving the employment of the Company, I agree to deliver to the Company (and will not keep in possession, recreate or deliver to anyone else) 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 me pursuant to the employment with the Company or otherwise belonging to the Company, its successors or assigns or Company Customer. All documents and other tangible objects containing or representing Confidential Information possessed by me shall remain the property of Company and shall be promptly returned to Company upon Company's request.
11. **Maintenance of Confidentiality:** I agree to take all reasonable measures to avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, I shall take measures equivalent to the extent I take to protect my own confidential information.
12. **No Warranty:** I HEREBY UNDERSTAND THAT ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
13. **No License:** I agree that nothing in this Agreement grants any rights to me under any patent, mask work right or copyright of Company.
14. **Term:** I acknowledge that the terms of this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known.
15. **Governing Law:** The laws of the Republic of India shall govern this Agreement. I hereby consent to personal and exclusive jurisdiction and venue in Bangalore, Karnataka.
16. **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm, and therefore agree that the Company will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other right and remedies that the Company may have for a breach of this Agreement.
17. **Employee Security Responsibilities:** I understand and hereby agree to protect all the information that are provided to me during my employment with the Company.
18. **Safeguarding Assets:** All protected assets of Company will be marked as "confidential", "restricted" or "general". I hereby agree to bring to the notice of my superiors if I identify any document marked confidential or restricted with an unauthorized personnel.
19. **Usage of Electronic Office Systems:** FAX machines, Copiers, etc. will be placed in designated areas. I agree that the usage of these systems need prior authorization by the group managers..
20. **Handling Media or Hardcopies with Confidential Data:** I understand and agree that all media or hardcopies with critical should not be left in places where unauthorized personnel can access it. When they are left unattended, care must be taken to put them under lock & key.
21. **Access to Secure Areas:** I understand that all protected areas will be marked clearly with a sign 'Protected Area'.
22. **Entry to Authorized Personnel Only:** I understand that the Company has certain place where entry is refrained without permission. I agree that all visitors entering the secure areas they must be escorted or accompanied by an employee of the Company, who will be responsible for their actions while inside Company premises. I hereby agree to report to the facilities management team immediately, if I spots the presence of an unauthorized person or any suspicious movements within such areas.
23. **Internet / Email Usage:** I understand that internet and emails are facilities provided to me in order to increase my productivity and is based on the demands of my job. Management reserves the right to

authorize me such facilities and reserves the right to monitor internet usage of each individual.

24. **Confidentiality of Passwords:** Access to all desktops and network is strictly controlled by access credentials like username-password. I agree to keep this information confidential and not disclose it to anybody knowingly / unknowingly. Creation of passwords must follow the secure password creation guidelines.
25. **Clear Screen & Clear Desk Policy:** I acknowledge that I will have a password enabled screen saver which is actuated within 3 minutes of inactivity and this feature must never be disabled from the desktops. I understand that hardcopies and any files must be locked away before I leave my desk as I am responsible for the safekeeping of any data I am privy to.
26. **Protection from Virus:** I understand that anti-virus software is installed on all computers by the IT team and I am responsible for ensuring that the antivirus engine is always active on my personal desktops. Detection of any virus which is not detected by the antivirus application must be intimated to IT team through helpdesk. Installation or transmission of spyware or malware is strictly prohibited. I understand that severe disciplinary action will be taken in case such activities are detected.
27. **Equipment Movement:** I understand that I must take prior authorization from my Manager before any computing equipment or memory devices are sent out of the Company. Movement of all computing equipment from & to Company must be authorized and logged.
28. **Reporting Security Incidents:** I agree to immediately report any security weakness or breach in the IT infrastructure to the IT manager.
29. **Equipment Handling:** I understand and agree that I shall not disconnect the hardware on the local network, under any circumstance without the knowledge of network administrator.
30. **Connecting Systems to Internet:** All internet connections will be routed through the firewall and must follow the configurations installed by the IT team. Accessing internet through dial-up connection while within the Company network is strictly prohibited.
31. **Miscellaneous:** I hereby agree that this Agreement contains the entire agreement between the Company and me with respect to the subject. Further, I agree not to indulge in activities of coercing and persuading my colleagues in the Company in, directly or indirectly, leaving the employment of the Company. I understand that the violation of the above would attract appropriate legal action.

I hereby declare that any violation of the security policies of this company, which has been read out to me in the language I understand, will result in legal action. In case such actions tantamount to be criminal in nature, it will be reported to the law enforcement officers and necessary legal action will be initiated against me in the form of a criminal case. Any discovery, invention, secret processes or improvement in procedure made or discovered by me by virtue of my association with the Company shall be disclosed immediately to the Company and the same shall thereafter belong to, and be, the absolute property of the Company.

I hereby agree that this Agreement shall be governed by the laws India and parties agree to submit to the jurisdiction of Bangalore, Karnataka.

32. **Advice of Counsel.** I acknowledge that, in executing this agreement, I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this agreement. This agreement shall not be construed against any party by reason of the drafting or preparation hereof.
33. **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

For Encora Digital India Pvt. Ltd.	Employee
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: