

SOFTCRYLIC TECHNOLOGY SOLUTIONS INDIA PRIVATE LIMITED.
Confidentiality Agreement

This agreement is made at Chennai as of the date signed by both parties DOJ (August 13, 2018) by and between

Softcrylic Technology Solutions India Pvt. Ltd a Company registered under the Companies Act, 1956, having its office at Prestige Polygon, 8th Floor, 471, Anna Salai, Nandanam, Chennai - 600 035, hereinafter referred to as the "COMPANY" in this agreement (which term shall unless repugnant to the context, mean and include its assigns, agents, group companies and successors-in-interest) represented herein by its General Manager Mr. Ravendran Thangavelu, of the ONE PART,

and

Name, Vinoth Kumar Sankar, Son/Daughter of Mr. Sankar, 33, aged years and temporarily residing #10/106. Ponnamman Kovil Street, Selaiyur, Chennai - 600073.

. with a permanent address at #10/106. Ponnamman Kovil Street, Selaiyur, Hereinafter referred to as the "CANDIDATE" (which term shall unless repugnant to the context, mean and include his / her heirs, legal representatives, assigns and administrators) of the OTHER PART,

WHEREAS, company and Employee mutually desire to engage in the performance of the Services Agreement) to which this Confidentiality Agreement is attached, and

WHEREAS, in the course of such performance Company will be required to disclose "Confidential Information" to Employee, and Employee may further during the course of his/her employment create, generate etc., "Confidential Information" as defined in Paragraph 1 below in which the Company does not wish to convey and interest or copyright therein to the Employee or make such Confidential Information public or common knowledge;

NOW, THEREFORE, in consideration of each parties assent to this Agreement, the anticipated disclosures, and the party's agreement to engage in such performance, Employee And Company hereby agree as follows;

1. **CONFIDENTIAL INFORMATION** For the purposes of this Agreement, the term "Confidential Information" shall mean any of the following, which is received by either party during the course of employment.
Any Information, know-how, data, process, technique, program, design, drawing, formula, test, work in process, engineering, manufacturing, marketing, financial, or personnel matter, or sales, supplier, customer, employee, investor or business

information, or the like, whether in oral, written, graphic, magnetic, electronic or other form, that is learned by or disclosed to the employee in the course of discussions, studies or other work undertaken between the parties provided that the same is either conspicuously marked "confidential", or, proprietary, is known or reasonably should be known by Employee to be confidential or proprietary, or is of a confidential or proprietary nature, and that is made in the course discussions, studies, or other work undertaken between the parties, the names of buyers, brokers, traders, consumers, suppliers, sellers, contractors, and associates persons and organizations associated with the Company and any arrangement pertaining to such parties, all information relating to the projects and/or transactions including but not limited to, sources, quantities, prices, and quality, shipping information, timing, contract conditions and details, whether or not all of the above are specifically described as being confidential in nature.

Anything contrary to the above notwithstanding "Confidential Information" shall not include "non-Protected Information" as defined in Paragraph 5 below.

NON-DISCLOSURE: The Employee agrees that during the term of the services Agreement and for a period of Five (5) years after the termination thereof, the Employee will not at any time disclose to any person other than under section 3 or use for its own benefit or the benefit of any one except use for the purpose provided in this Agreement, any Confidential Information in full or in part, without the prior express written consent of the Company.

THIRD PARTIES: Prior to disclosure of any Confidential Information to any third party or consultants who will assist a party to use the information as permitted hereunder the Employee will obtain from said to use the Information as permitted hereunder. Employee will obtain from said third party or consultants a written agreement (1) to hold all Confidential Information in Confidence and not to use it for and purpose except as it related to discussions or any subsequent business relationship between the parties; two (2) to return all Confidential Information to the party from whom said Confidential Information was received immediately after said third party or consultant has completed it work.

2. **RETURN OF CONFIDENTIAL INFORMATION:** Simultaneous to the termination of the employment of the Employee with the Company or at any time during the employment itself, the Employee agrees to Promptly return/deliver to the Company all documents in all possible media which contain Confidential Information and any copies made thereof which Employee may have made, may have access to, or may receive or possess during the period of its discussions and /or business relationship between the parties.

3. **NON-PROTECTED INFORMATION:** For purposes of this Agreement “Non-Protected Information” shall mean the following:
 - (a) Information that, at the time it is disclosed, is already in Employee’s rightful possession or available to it OR its employees from any other source having no obligation not to disclose it.
 - (b) Information that is, or any time hereafter becomes, available to the public.
 - (c) Information that, after it is disclosed, is any time obtained by Employee from any other person, firm or company having no obligation not to disclose it.
 - (d) Information independently developed without the use of Confidential Information.
4. **NO CONVEYANCE OR LICENCE:** Except for limited use permitted hereunder, nothing in this Agreement shall be construed to convey to the Employee any right, title or interest or copyright in any Confidential Information, or any license to use, sell exploit, copy or further develop any such Confidential Information.
5. **INTELLECTUAL PROPERTY RIGHTS:** Employee hereby agrees that all Intellectual Property rights pertaining to any software, hardware and/or other products or parts thereof developed during the performance of any officially assigned task during the term of this Agreement, shall be the sole property of SOFTCRYLIC TECHNOLOGY SOLUTIONS INDIA PRIVATE LIMITED or of its clients, and that Employee shall not have any rights to the said Information, Data, software, hardware and/or Products and hereby expressly waive all of the above. Employee further undertakes to execute all documents that may be required to ensure that the Company secures its full rights to the intellectual property rights pertaining to the above.
6. **GOVERNING LAW:** This Agreement shall be construed for all purposes in accordance with the substantive laws of Government of India and the State of Tamil Nadu. The courts of Chennai shall have exclusive jurisdiction over any and all disputes relating to this Agreement, other than the granting of equitable relief to enforce the Agreement.
7. **SEVERABILITY:** if any provision of this agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
8. **REMEDIES:** The parties agree that if Employee breaches this Agreement, Company may seek any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance as may be granted by a court of competent jurisdiction and the Employee may not interpose the defense of adequate legal remedy when equitable remedy is sought.

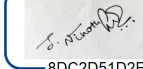
9. **ATTORNEY'S FEES:** In the event of any suit or other action is commenced to construe or enforce any provision of this Agreement, the prevailing party, in additions to all other amounts such party shall be entitled to receive from the other party, shall be paid by said party reasonable attorney's fees court costs.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matters addressed herein. The Agreement may not be amended or modified except by writing signed by both parties.
11. **COURT ORDERED DISCLOSURE:** Employee shall not be liable for disclosure of Confidential Information if made in response to valid order of a court of authorized agency of government; provided that ten (10) days notice in writing in this regard is first given by the employee to the Company to enable the Company to seek a protective order or other relief, if appropriate.
12. **ASSIGNNESS AND SUCCESSORS:** This agreement shall be binding upon the parties hereto and their respective assigns and successors.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto:

EMPLOYEE

Name: Vinoth Kumar Sankar
Address: #10/106. Ponnamman Kovil Street, Selaiyur,
Chennai - 600073.
Phone: 8122634164
e-mail: vinothkumar.s@softcrylic.co.in

DocuSigned by:



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Vinoth Kumar Sankar

(Employee)