

Confidential & Proprietary

NON-COMPETITION, CONFIDENTIALITY AND OWNERSHIP OF CONFIDENTIAL INFORMATION AGREEMENT ENTERED INTO THIS 14th DAY OF DECEMBER 2020.

BETWEEN: **Excelra Knowledge Solutions PVT LTD.**

("Excelra")

Wilson Gunde

AND: ("Individual")

1. Preamble. This Agreement contains certain terms and conditions of Individual's involvement with Excelra, in particular, those relating to non-competition, confidentiality and ownership of confidential information and intellectual property. For purposes of this Agreement, the term "Excelra" shall include any other corporation, partnership, joint venture or other entity over which Excelra directly or indirectly controls (for the purposes of this definition, "control" means the possession, directly or indirectly, of the authority to direct or cause the direction of the management or policies of such entity whether through the ownership of voting securities, by agreement or otherwise).

2. Definitions

For purposes of this Agreement:

A. "Association" shall mean, when used in reference to the Individual, his or her employment with Excelra, his or her engagement by Excelra as an independent contractor.

B. "Confidential Information" includes any of the following:

- (i) any and all versions of all software and related documentation owned, used or marketed by Excelra, as well as the software and documentation owned by Excelra suppliers and used internally by Excelra, including all related algorithms, concepts, data, designs, flowcharts, ideas, programming techniques, specifications, "look and feel" and source code;
- (ii) information regarding Excelra' business operations, methods and practices, including marketing and supply strategies, product pricing, margins and hourly rates for staff and information regarding the financial affairs of Excelra;
- (iii) technical and business information of or regarding the clients, suppliers, vendors, consultants, agents, end-users and applicants of Excelra including information regarding the data processing requirements and the business operations, methods and practices and product plans of such persons;
- (iv) all correspondence, records, working papers, specifications, lists of customers, lists of suppliers, drawings, notes, studies, manuals, schedules, test results or other documents, computer print-outs, computer readable information, computer software object code and source code relating to Excelra business and/or any and all versions of the software and related documentation owned or marketed by Excelra;

- (v) any other trade secret or confidential or proprietary information in the possession or control of Excelra, and
- (vi) all Developments (as defined below);

C. “Developments” shall include and mean:

- (i) software, documentation, data, designs, reports, flowcharts, plans, samples, prototypes, trademarks, specifications and source code, and any related works owned, marketed or used by Excelra; and
- (ii) inventions, devices, discoveries, concepts, ideas, algorithms, formulae, know-how, processes, techniques, systems and improvements, whether patentable or not, or copyrightable or not, developed, created, generated or reduced to practice by Individual, alone or jointly with others, during Individual’s Association with Excelra provided that same result from responsibilities and/or tasks assigned to Individual by Excelra.

D. “Territory” means the world; however, Individual acknowledges and agrees that there are no useful geographic limitations applicable to Individual’s restrictions in accordance with paragraphs 5 and 6 of this Agreement, as the business carried on by Excelra is science-based and may be carried on anywhere in the world.

CONFIDENTIALITY

3. Individual acknowledges and agrees that Excelra would suffer serious and irreparable damage in the event that Individual discloses Confidential Information to a third party or uses Confidential Information for any purpose other than in the ordinary course of Individual’s Association with Excelra.

Individual undertakes and agrees:

- (i) To maintain and protect, both during and after his or her Association with Excelra, the confidentiality of Confidential Information;
- (ii) Not to, either during or after his or her Association with Excelra, disclose, for any reason or purpose whatsoever any Confidential Information to any third party or use any Confidential Information for Individual’s own purposes or for any purpose whatsoever in connection with any other or future employment or other associations, whether direct or indirect, or enterprises (including, as principal, consultant or financier) that Individual may have with any company, firm or person other than Excelra;
- (iii) That Confidential Information, whether prepared by Individual or under Individual’s direction or otherwise, and all copies of any such materials or information shall, at all times, both during the term of Individual’s Association with Excelra and after the expiration thereof be and remain the exclusive property of Excelra and that Individual shall deliver same to Excelra upon termination (for any reason whatsoever) of Individual’s Association with Excelra or within twenty-four (24) hours of written request by Excelra; and

- (iv) That none of the information, documents, or materials referred to in the previous paragraph may be removed, sent or transmitted from Excelra' premises (physically, by modem, by fax, by electronic mail or by any other means) without the prior consent of Excelra.
 - (v) That all information generated, received or maintained by or for it on the premises or equipment of Excelra or that of its Clients (as defined below), including, without limitation, computer systems and electronic or voice mail systems, is not the property of the Individual, and the Individual hereby waives any property or privacy rights the Individual may have with respect to such information.
 - (vi) That as an employee of the company based on job requirement, the individual may have access to employees Personally Identifiable Information (PII) as defined in the PII policy of the company. In this regard the individual assures that the individual shall protect the same from inappropriate access, use, and disclosure and shall ensure an individual employee's basic right to privacy. Dissemination of this information from the individual internally, shall only be to individuals who have a "need to know" in their official capacity of such information, systems or records. Further the individual has to mandatorily share with external/ regulatory/ statutory bodies any PII of employees, it would be done so with a clause in their agreement/ communication to the external agency/ body stating that the information would be confidential with them and would be used only for the purpose for which it is being shared.
4. Individual hereby undertakes, at the end of Individual's Association with Excelra, to hand over to Excelra all originals and copies of Confidential Information that Individual may have in his or her possession or under his or her supervision.

NON-COMPETITION

5. In order that Excelra be able to enjoy the full benefit of its Confidential Information and in order to protect the value and utility to Excelra of same and all of Excelra' rights hereunder, Individual hereby agrees and consents to the limitations and obligations imposed by this paragraph 5.

Individual hereby agrees that during the term of Individual's Association with Excelra and for a period of twelve (12) months thereafter, Individual will not, anywhere in the Territory, be employed or otherwise be directly or indirectly engaged by, or become financially interested in, either as principal, shareholder of any private company, controlling shareholder of a public corporation, agent, manager, owner or advisor, any person, firm or corporation that is at that time or will be, either directly or indirectly involved in the research, development, manufacture, design, operation, implementation, maintenance, licensing, sales or marketing of any products or services that are similar or identical to or competitive with any products or services that were or are being researched, developed, manufactured, designed, operated, maintained, implemented, licensed, sold or marketed by Excelra.

The restrictions contained in this paragraph 5 are recognized and acknowledged by the parties hereto as being reasonable and necessary in the circumstances.

Individual agrees to comply with this paragraph 5 irrespective of the cause of termination of Individual's Association with Excelra. For greater certainty, whether the termination of the Individual's Association with Excelra is as a result of resignation or termination with or without cause or serious reason, Individual shall comply with this paragraph

6. Individual hereby agrees that at all times during and subsequent to the termination of Individual's Association with Excelra, Individual shall not use or take advantage of the Confidential Information for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any product or service which is competitive with any product or service owned or marketed by Excelra.

NON-SOLICITATION OF EMPLOYEES AND CONSULTANTS

7. Individual hereby agrees that during his or her Association with Excelra, and for twelve (12) months thereafter, Individual shall not directly or indirectly hire any employees of or consultants to Excelra, nor shall Individual solicit or induce or attempt to induce any persons who were employees of or consultants to Excelra at the time of such termination or during the ninety (90) days immediately preceding such termination, to terminate their employment or consulting agreement with Excelra.

NON-SOLICITATION OF CLIENTS

8. Individual agrees that during his or her Association with Excelra and for twelve (12) months thereafter, Individual shall not, directly or indirectly, contact or solicit any Clients of Excelra for the purpose of selling or supplying to such Clients any products or services which are competitive with or substantially similar to the products or services sold or supplied by Excelra at the time of Individual's termination. The term "Clients" means any business or organization that (a) was a client of Excelra at the time of the termination of Individual's Association with Excelra or at any time in the thirty (36) months preceding such termination; or (b) became a client of Excelra within six (6) months after the termination of Individual's Association with Excelra.

OWNERSHIP AND ASSIGNMENT OF CONFIDENTIAL INFORMATION

9. Individual acknowledges and agrees that Individual shall not acquire any right, title or interest in or to the Confidential Information.
10. Individual agrees to make full disclosure to Excelra of each Development promptly after its creation. Individual hereby assigns and transfers to Excelra, and agrees that Excelra shall be the exclusive owner of, all of his right, title and interest to each Development throughout the world, including all trade secrets, patent rights, copyrights and all other intellectual property rights therein. Individual further agrees to cooperate fully and at all times during and subsequent to his employment or engagement with respect to signing further documents and doing such acts and other things reasonably requested by Excelra to confirm such transfer of ownership of rights, including intellectual property rights, effective at or after the time the Development is created and to obtain patents or copyrights or the like covering the Developments. Individual agrees that the obligations in this paragraph 10 shall continue beyond Individual's termination of his or her Association with Excelra with respect to Developments created during Individual's Association with Excelra.
11. Individual agrees that Excelra, its assignees and their licensees are not required to designate Individual as the author of any Developments. Individual hereby waives in whole all moral rights, which Individual may have in the Developments.
12. Listed in Schedule I to this Agreement are those developments, works and inventions created by Individual, alone or jointly with others, prior to Individual's Association with Excelra, which are exempt from the operation of this Agreement. If nothing is listed in Schedule I, Individual represents that Individual has made no such works or inventions as of the date of this Agreement.

INDIVIDUAL'S RIGHT TO WORK

13. Individual represents and warrants to and in favour of Excelra that Individual has the right to be employed and/or engaged by Excelra and that such employment and/or engagement shall not violate any applicable law or constitute a default (with or without the necessity of notice) under any agreement (written or verbal) to which Individual is a party. Individual has informed Excelra in writing of any and all continuing obligations to any of Individual's previous employers and clients that require Individual not to disclose to Excelra any information or work for Excelra.
14. In performing any duties for Excelra, Individual shall not use for, or communicate to, Excelra or the latter's agents, any confidential, proprietary or trade secret information of any other person (the "Previous Information").
15. Individual shall not bring or instruct or authorize any person to bring to Excelra, Excelra's facilities or for Excelra's benefit any Previous Information, whether such information or materials be in written, electronic or any other form.
16. It is understood between Excelra and the Individual that the terms and conditions of these paragraphs 13 to 16 (inclusive) form an essential part of this Agreement and (without limiting Excelra's other rights and recourses) should, under any circumstances or for any reason (including court order), Individual not be able or entitled to perform any of Individual's responsibilities or functions for Excelra, Excelra shall be entitled to, at its sole and absolute discretion, terminate or suspend (with or without pay) Individual's Association with Excelra.

LIQUIDATED DAMAGES, INDEMNITY AND GENERAL

17. Individual hereby acknowledges that the violation of any covenant contained herein will cause irreparable damage to Excelra, the exact amount of which will be impossible to ascertain. By reason of same, Individual hereby agrees that Excelra shall be entitled, as a matter of course, to provisional, interlocutory or permanent injunctive relief in order to prevent any such violation, in addition to such other recourses that may be available to Excelra by law or agreement between the parties.
18. This Agreement shall be governed by and interpreted according to the laws of India.
19. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. As used herein, the successors of Excelra shall include any successor by way of merger, consolidation, sale of all or substantially all of its assets, or similar reorganization.
20. All of the provisions of this Agreement are severable one from the other and the invalidity or unenforceability of any provisions of this Agreement shall not affect or limit the validity and enforceability of the other provisions hereof. If any provision is held excessively broad it shall be construed by limiting and reducing it so as to be enforceable to the extent permitted under applicable law.
21. In the event that Individual is in breach of any of the terms and conditions of this Agreement including, without limitation, paragraphs 3 to 8 (inclusive) hereof, Individual understands that Excelra and its affiliates shall suffer serious damages which shall be difficult to quantify and that Excelra shall be entitled to direct and indirect damages. At a minimum, in the event of a breach of paragraph 7 hereof, Individual shall pay to Excelra or its affiliates (as the case may be), as liquidated damages, 50% of the base remuneration payable in the year in question to

the employee or consultant, as the case may be, with respect to whom the breach was committed. In the event of a breach of paragraph 8 hereof, Individual shall pay to Excelra or its affiliates (as the case may be), as liquidated damages, 50% of Individual's gross receipts from the Client in respect of whom the breach occurred. Individual agrees that the terms contained above are fair and reasonable estimates of the minimum damages that would be suffered by Excelra or its affiliates in the event of a breach by Individual of the terms and conditions of this Agreement and that such terms do not constitute (and Individual shall not argue that they are) unfair or unreasonable whatsoever. The rights and remedies contained in this Section 21 are in addition to any other rights and remedies, which may be available in law.

22. Individual hereby undertakes and covenants to indemnify Excelra from any and all damage or loss that Excelra may suffer as a result of Individual's violation of any of the terms and conditions contained in this Agreement.
23. INDIVIDUAL HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT, UNDERSTOOD THE SAME IN A PRUDENT MANNER, HAVING HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE IN RESPECT OF IT AND HEREBY AGREES TO ITS TERMS.
24. All Rupees amounts referred to in this Agreement are in Indian currency funds unless otherwise provided

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

For **Excelra Knowledge Solutions Pvt. Ltd**



Mahendra Pratap Singh
Vice President - Human Resources

Individual's Name _____