

**NON-DISCLOSURE, PROPRIETARY AND CONFIDENTIAL INFORMATION AND INVENTIONS  
POLICY****1. Purpose:**

Acurus Solutions Private Limited having its registered office at 4/363, C Block, Kandanchavadi Old Mahabalipuram Road, Chennai–600096 (The Company) is the India arm of Acurus Solutions Inc., USA. The Company operates in a worldwide competitive environment and in order to succeed in such competitive environment and to enhance its opportunities in the business field, the Company has to establish and adhere to certain policies and procedures in respect of its confidential information and Intellectual properties.

The Company possesses various confidential and proprietary information and intellectual properties and would continue to develop and acquire such confidential information, proprietary information and intellectual properties either on its own or through its various associates, employees and Independent contractors. Besides, the employees/ consultants/ associates of the Company, in course of their employment/ consultancy/ association with the Company and by virtue of various facilities, trainings and techniques provided to them by the Company may make various developments or inventions on which the Company should have absolute and unfettered right and full ownership. In addition, disclosure of any confidential and proprietary information of the Company or any unauthorized use or misuse of the same would put the Company to irreparable loss and hardship. Similarly, any unauthorized disclosure, use or misuse or infringement or violation of any of the intellectual properties of the Company whether registered / patented or not would entail huge losses to the Company. The Company therefore has paramount interest in comprehensively protecting the confidential and proprietary information and the intellectual property rights.

Every employee/consultant/associate of the Company therefore should fully and clearly understand the importance of such confidential and proprietary information and intellectual properties of the Company and during their tenure of services with the Company and two years after the date of which he/she ceases to be an employee/ consultant/ associate, shall fully protect and commit to the non-disclosure and non-use of such confidential and proprietary information of the Company and its intellectual properties including various rights attached to such intellectual properties.

**2. Confidential Information**

Confidential Information shall mean all confidential and proprietary information or material in any form whether physical or electronic, and shall include:

- a. Production processes, marketing techniques and arrangements, mailing lists, financial information, customer names and addresses, prospects, names and or information relating

to Company's business and activities and the manner in which Company does business or production or development or any information derived there-from;

- b. Software including source and object code, flow chart, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, diagrams, sketches, design concepts and related documentation and manuals;
- c. All other materials or information related to the business or activities or Company, which are used by the Company;
- d. All information and details pertaining to various Independent Contractors associated with the Company and the works that such Independent Contractors do for the Company or services that such Independent contractors render to the Company including terms and conditions thereon;
- e. The lack or absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

### **3. Proprietary Information:**

**“Proprietary Information”** means and includes all information that can be protected as a trade secret under applicable law or that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, examples of such Proprietary Information include computer programs, databases, algorithms, know-how, improvements, discoveries, inventions, methods, techniques, strategies, new products, unpublished financial statements, budgets, projections, billing practices, pricing data, contacts, client and supplier lists, list of independent contractors and business and marketing records, working papers, files, systems, plans and data.

### **4. Intellectual Properties:**

**“Intellectual Property”** means and includes, with respect to any Development, all relevant patents, patent applications, copyrights, trade secrets and other rights and protections arising under patent, copyright or similar statutes, whether such intellectual properties are duly registered or not.

### **5. Development**

**“Development”** includes, but is not limited to, all inventions, discoveries, improvements, processes, developments, designs, know-how, data, computer programs, algorithms, formulae and works of authorship, whether or not patentable or registrable under patent, copyright or similar statutes, developed in connection with Acurus Solution’s business.

## **6. Develop**

**“Develop”** means to conceive, create, develop, assemble, reduce to practice, or, in the case of works of authorship, to fix in a tangible medium of expression.

## **7. Agreement, undertaking and commitment of every employee/ consultant/ associate working with Acurus Solutions Pvt Ltd**

As consideration for continuing employment/ association in any capacity with the Company including any related business entity/ies and as consideration for the compensation paid for the services during the employment/association including various trainings provided and facilities, infrastructure, etc., made available every employee/ consultant/ associate will sign a Non-disclosure undertaking and thereby commit themselves fully to this Non-disclosure policy of the Company.

Employee/ Consultant/ Associate shall promptly inform the Company of the full details of all the developments of any nature that they make or develop whether patentable or not including, but not limited to:

Developments pertaining to hardware and apparatus, processes and methods, formulae, computer programs and techniques, as well as any improvement and related knowledge, which the employee/consultant/associate conceive, complete or reduce to practice (whether alone or jointly with others) while employed by the Company and

- a) Which relate to the present or prospective business, work or investigation of the Company or
- b) Which result from any work using any equipment, facilities, infrastructure, materials or personnel of the Company or
- c) Which result from or are suggested by or derived from any work which employee/ consultant/ associate may do for the Company.

Employee/ consultant/ associate shall assign, irrevocably, to the Company or the Company's nominee, his/her entire right, title and interest in:

- a) all Developments,
- b) all trademarks, copyrights and mask work rights in Developments, and
- c) all patent application filed and patents granted on any Development, including those in foreign countries,

Which he/she conceives or make whether alone or with others while employed by the Company or after the end of his/her employment/ consultancy/ association (if conceived as a result of his/her employment/ consultancy/ association).

Both while being employed as an employee/ consultant/ associate by the Company and afterwards employee/ consultant/ associate shall execute any papers that the Company may consider necessary or helpful to obtain or maintain patents, whether during the prosecution of patent applications or during the conduct of interference, litigation or other matter.

Employee/ Consultant/ Associate shall not except what is required by him / her for discharge of his / her duties towards the Company use or transfer or disclose directly or indirectly any of the Company's Confidential Information (whether or not conceived, originated, discovered or developed by the employee/ consultant/ associate) in any manner, unless the Company consents in writing. Employee/ consultant/ associate shall fully understand that he/she has the obligation and the said obligation remains with him/her even after the employment/ consultancy/ association with the Company ends.

Employee/ Consultant/ Associate shall deliver to the Company, on the date of his/her employment/consultancy/association ends (or promptly upon request) all documents and things in his/her possession pertaining to the business of the Company, including, but not limited to, all Confidential and proprietary Information without keeping any copy, replica, duplicate, etc., in any manner. If documents and things pertaining to the business of the Company or originating with the Company come into his/her possession after the employment/ consultancy/ association ends, he/she will promptly deliver them too to the Company.

Employee/ Consultant/ Associate shall not during the term of employment/ consultancy/ association with Company, engage himself/ herself in any other employment, occupation, consulting or other business activity directly / indirectly related to the business in which Company is now involved or becomes involved during the term of employment, nor shall engage in any other activities that may conflict his / her obligations towards Company, in any manner.

Employee/ Consultant/ Associate shall not accept employment/consulting from Company's Client(s) or any person where said employment/consulting opportunity was derived from his/her association with the Company, without prior written approval of Company. The employee/consultant/associate shall not derive or obtain any benefits on such clients in any manner.

Company's rights and obligations under this Policy shall not be changed, modified, released, discharged, abandoned or otherwise terminated in a whole or in part, excepts in writing, signed by an authorized Executive of the Company.

**Governing Law:**

The terms and conditions of this policy shall at all times and in all respects be governed by the laws of the Government of India.

The headings and other captions in this policy are for convenience and reference only and may not be used in interpreting, construing or enforcing any of the Provisions of this policy.

***Important:***

As a condition of his/her employment/ consultancy/ association with the Company each and every employee/ consultant/ associate has to strictly adhere and follow the Non-disclosure, Proprietary, Confidential information and invention policy. In case of any violation of any of the stipulations of the policy would require the erring employee/ consultant/ associate to pay adequate damages apart from the Company's unfettered right to terminate their employment/ consultancy/ association and also without prejudice to Company's other legal rights which it may pursue in this regard.

Considering the special, unique and unusual nature of the confidentiality and proprietary information of the Company, and its paramount interest in all Intellectual properties, any breach or violation in this regard would put the Company to irreparable loss and damage and monetary damages alone would not be adequate and therefore the Company shall be fully liable to seek any injunctive relief or equitable relief including specific performance from the erring employees/consultants/associates in this regard.

This policy creates important obligations of Trust. Besides, employees/consultants/ associates are responsible to assign and confer to the Company all Intellectual properties that they develop during the employment with the Company or because of the employment with the Company.

The Company reserves its unfettered right to change, modify, alter or revise this policy at its sole discretion. However, any such changes, etc., if made by the Company, would be duly brought to the notice of all the employees/consultants/associate who had already subscribed to this policy.

Any dispute arising between the employee(s)/ consultant(s)/ associate(s) and the Company in respect of this policy or in any manner touching upon it or connected to it in any manner shall be settled by Arbitration under the Indian Arbitration and Conciliation Act, 1996 by the sole Arbitrator to be appointed by the Company and such appointment shall be binding on the employee. The venue of arbitration is at Chennai and the said Arbitration award shall be fully binding on the parties concerned. Courts at Chennai alone shall have exclusive jurisdiction in relation to arbitration.



## Acurus Solutions Private Limited

#4/363, C Block, Kandanchavadi  
Old Mahabalipuram Road, Chennai – 600 096  
Phone: +91 44 43053025 [www.acurussolutions.com](http://www.acurussolutions.com)

Every employee/ consultant/ associate of the Company must read and fully understand this policy of the Company before subscribing and agreeing to the same.

### **CONFIDENTIALITY AGREEMENT**

I, the undersigned employee/ consultant/ associate, understand that in the course of my employment/ Consultancy/ association with Acurus Solutions Private Limited (The Company) or any related entity, I may become acquainted with information of a confidential, proprietary or secret nature which is or may be applicable to or related to the present or future business of the Company, its research and development, or the business of its customers. Such trade secrets include, but are not limited to, complications of information records, specifications and information concerning customers and/or vendors.

The Company that control the way confidential information may be used include, but are not limited to, the following:

- a) "Confidential information" includes information that identifies or describes an individual, the unauthorized disclosure of which would constitute an unwarranted invasion of personal privacy. Examples of confidential employee and Acurus business information include home address, telephone number, medical information, date of birth, citizenship, social security number, spouse/ partner/ relative names, income tax withholding data, performance evaluations, proprietary/trade secret information, and peer review/ risk management information and activities.
- b) "Medical information" includes the following no matter where it is stored and no matter the format: medical and psychiatric records, photos, videotapes, diagnostic and therapeutic reports, x-rays, scans, laboratory and pathology samples, patient business records (such as bills for service or insurance information), visual observation of patients receiving medical care or accessing services, and verbal information provided by or about a patient. Medical information, including Protected Health Information (PHI), is maintained to serve the patient, health care providers, health care research, and to conform to regulatory requirements.
- c) Unauthorized use, disclosure, viewing of, or access to confidential information in violation of state and/or federal laws may result in personal fines, civil liability, licensure sanctions and/or criminal penalties.

The Company handles confidential information relating to Patients from US in view of back to back agreement between the Company and its parent company Acurus Inc. US and they in turn with the Customers and hence the present declaration as per HIPAA regulations is legally required and breach of such regulations, the Company and Acurus Inc. may face financial claim from such Patents from US.

### **Acknowledgement of Responsibility -**

#### **I/We understand and acknowledge that:**

- 1) It is my/our legal and ethical responsibility as an authorized user to preserve and protect the privacy, confidentiality and security of all confidential information relating to Patients associated with Acurus Solutions activities and affiliates, in accordance with the applicable laws and Acurus Policy.
- 2) I/we will access, use or disclose confidential information only in the performance of my duties, when required or permitted by law, and disclose information only to persons who have the right to receive that information. When using or disclosing confidential information, I will use or disclose only the minimum information necessary.
- 3) I/we will discuss confidential information for the Company related purposes only. I will not knowingly discuss any confidential information within hearing distance of other persons who do not have the right to receive the information. I will protect confidential information which is disclosed to me in the course of my relationship with Acurus Solutions.
- 4) Because special protections by law require specific authorization for release of mental health records, drug abuse records, and any and all references to HIV testing, such as clinical tests, laboratory or otherwise, used to identify HIV, a component of HIV, or antibodies or antigens to HIV, I will obtain such authorization for release when appropriate.
- 5) I/we understand that my access to all electronic information systems is subject to audit in accordance with the Company.
- 6) I/we understand that sharing confidential information or business related topics on social media sites such as Facebook, Twitter, MySpace, LinkedIn, YouTube, blogs, forums, etc. is a breach of patient and business confidentiality that could be harmful to patients and in violation of federal privacy laws. All employees/consultants/ associates are required to adhere to State Medical board guidelines in regard to social networking media which include:
  - a) Inappropriate communication with patients online
  - b) Use of the Internet for unprofessional behaviour
  - c) Online misrepresentation of credentials
  - d) Online violation of patient confidentiality
  - e) Failure to reveal conflicts of interest online
  - f) Online derogatory remarks regarding a patient or medical business



- g) Online depiction of intoxication
- h) Discriminatory language or practices online

**It is my responsibility to follow safe computing guidelines.**

- a) I/we agree not to share my Login or User ID and/or password with any other person.
- b) I/we am/are responsible for any potential breach of confidentiality resulting from access made to Acurus Solutions electronic information systems (including mobile devices) using my Login or User ID and password.
- c) If I/we believe someone else has used my/our Login or User ID and/or password, I/we will immediately report the use to the appropriate information technology department and request a new password.
- d) My/Our user ID(s) constitute my/our signature and I/we will be responsible for all the entries made under my/our User (D(s). I/we agree to always log off of shared workstations.

I/We understand, that under US State and federal laws and regulations governing a patient's right to privacy, unlawful or unauthorized access to or use or disclosure of patients confidential information may subject me to disciplinary action up to and including immediate termination from my professional relationship with the Company, damages for which I am personally liable and the Company is entitled for compensation for any of the above breaches, and also liable for criminal proceedings. I confirm that the arbitration clause referred above is also applicable to recover such compensation by the Company.

I/we have read, understand, and acknowledge all of the above STATEMENTS OF PRIVACY LAWS that of ACURUS SOLUTIONS, and the ACKNOWLEDGEMENT OF RESPONSIBILITY

Name :  
Signature :  
Date :  
Address :

Witness:  
1.

Accepted  
For Acurus Solutions Private Limited

Authorized Signatory (Designation) Date



**NON-DISCLOSURE, PROPRIETARY AND CONFIDENTIAL INFORMATION AND INVENTIONS  
POLICY OF ACURUS SOLUTIONS PVT LTD**

**AFFIDAVIT AND UNDERTAKING BY employee/consultant/associate**

I, \_\_\_\_\_, S/o /D/o/W/o of Mr. \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_

as “employee/ consultant/ associate” at M/s. Acurus Solutions Private Limited (The Company),  
do hereby solemnly affirm that

- i. I/We have read and understand all the provisions of the enclosed Non-Disclosure proprietary and confidential information and inventions policy herein after referred to as “POLICY” of the Company.
- ii. I/we hereby assure and undertake to fully abide by and adhere to the each and every terms and conditions of the said Policy.
- iii. I *we am*/are fully aware and have full knowledge that my agreeing to abide by and adhere to the terms and conditions of the said Policy also creates important obligations of Trust and affects my rights to inventions which I made/make during my employment/Consultancy/association with the Company. However, I fully confirm and agree that I shall have no right, claim, cause of action against the Company for such inventions and discovery, etc., which shall belong to the Company for all times to come.
- iv. I/We shall not in any manner disclose or use or misuse any of the confidential information or proprietary information of the Company in violation of the various terms and conditions and stipulations of the said policy.
- v. Upon termination and or closure of my employment/ Consulting assignment/ association with the Company, I/we shall not actively or otherwise engage in recruiting any member of the Company or encourage any member of the Company to leave the Company for a period of two years with effect from the date of termination or closure of my consulting assignment with the Company.



## Acurus Solutions Private Limited

#4/363, C Block, Kandanchavadi  
Old Mahabalipuram Road, Chennai – 600 096  
Phone: +91 44 43053025 www.acurussolutions.com

- vi. Similarly, I/we shall also not solicit business of any of the Company's current customers/ clients for any other Company during the course of my employment/consultancy/association and up to two years from the date of termination or closure of my consulting assignment with the Company.
- vii. I/we further confirm that the said policy which I/we have agreed to abide by represents and constitutes the complete understanding between the Company and me on the said matter and it supersedes all prior representations and understandings whether oral or written between me and the Company in this regard, if any
- viii. I/we hereby declare that I have entered into this employment/consulting work/association out of my own free will and without any coercion / under influence / threat from the Company or any other person.

The contents of this affidavit has been read by me and I having understood the same have set my signature on this \_\_\_\_\_ day of \_\_\_\_\_.

Signature of the employee/consultant/associate

Date :  
Address :

Witnessed:

1.

Accepted  
For Acurus Solutions Private Limited

Authorized Signatory  
Date: