

Confidentiality and Intellectual Property Assignment Agreement

This Confidentiality and Intellectual Property Assignment Agreement (the “**Agreement**”) is executed on the 21st day of July, 2021 (“**Effective Date**”)

BY AND BETWEEN

QUTRIX SOLUTION PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 having its registered office at 401, 3RD FLOOR, 271, 5TH MAIN, VIJAYA BANK LAYOUT, BILEKHALLI, BEHIND IIM, OFF BANNERGHATTA ROAD, BANGALORE - 560076, Karnataka, INDIA (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

MR. ADITYA, son of Mr. Suresh Kumar with permanent address as 706/11, Panchkula, Haryana - 134112, India, bearing PAN number: EBHPA0409K, (hereinafter referred to as the “**Intern**”) of the **SECOND PART**.

The Company and the Intern will individually be referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. The Intern has been offered internship by the Company and the Intern has accepted the stipend offer of the Company;
- B. The Intern has executed Internship Offer Letter with the Company;
- C. By virtue of internship with the Company, the Intern will create intellectual property and have access to information and technical data which is confidential in nature.

Now therefore, in consideration of the internship being provided and the other covenants and promises contained herein, the Parties hereto more fully agree as under:



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1. COMPANY CONFIDENTIAL INFORMATION

- (a) During the course of the Intern's engagement with the Company, the Intern will come into possession of or become familiar (whether disclosed orally, visually, in writing or howsoever) with the confidential or proprietary technical, financial, marketing, distribution, or other technical or business information or trade secrets of the Company, including without limitation, policies, business plans, go to market strategies, employee details, contractor information, client information and data, cost data, pricing information and other commercial terms, terms and conditions of contracts and transactions between the clients/vendors and the Company, business plans concepts, techniques, algorithms, processes, methods, systems, designs, computer programs, formulae, development or experimental work, and work in progress (the "**Confidential Information**"). The Intern understands that he/she has access to such information only by virtue of his/her internship with the Company and has a continuing obligation to protect all such information from disclosure during and post the termination of his/her internship with the Company.
- (b) The Intern hereby agrees and undertakes that the Intern shall maintain strict confidentiality of the Confidential Information and will not disclose or use any Confidential Information except for the benefit of the Company and to the extent necessary to perform his/ her obligations to the Company, in the course of the Intern's engagement. The Intern undertakes that he/she shall not disclose the Confidential Information to any person at any time during or after his/ her internship with the Company without the prior written approval of the Company. The Intern further agrees that he/ she shall not claim or represent that he/ she has any interest by way of ownership, assignment or otherwise in the Confidential Information. The Intern further undertakes not to make copies of such Confidential Information except as authorised by the Company.
- (c) The Intern shall, upon request or upon the termination of his/ her internship relationship with the Company howsoever occurring, promptly return to the Company all materials, writings, equipment, models, mechanisms, and the like created by the Intern in the course of his/her internship and/or obtained from or through the Company, including, but not limited to all Confidential Information, all of which the Intern acknowledge is the sole and exclusive property of the Company.



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(d) During internship with the Company, the Intern shall not use improperly or disclose any confidential or proprietary information or trade secrets of his/her former employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and the Intern shall not bring onto the premises of the Company or introduce in the Company systems, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. The Intern undertakes that the Intern shall not violate any non-disclosure or proprietary rights agreement he/ she may have signed with any such person or entity.

2. COMPANY INTELLECTUAL PROPERTY

(a) The Intern acknowledges that all right, title and interest (including without limitation any and all patent, copyright, trademarks, moral rights, design rights and other proprietary rights of any nature anywhere in the world), that is now or may be available, in any inventions, discoveries, concepts, designs, business processes, know-how, developments, improvements, original works of authorship, material, trade secrets, processes, formulae, business and product names, logos, slogans, industrial models, processes, designs, databases, methodologies, software, computer programs (including all source codes), technical information, manufacturing, engineering and technical drawings, or the like (collectively, the “**Inventions**”) created or conceived by the Intern (either solely or jointly) in course of the Intern’s internship with the Company shall vest with the Company upon creation.

(b) To the extent that any such rights do not vest with the Company automatically as per the terms above or through operation of law, the Intern hereby irrevocably, unconditionally and in perpetuity assigns to the Company all worldwide rights, title and interest (including without limitation any and all patent, copyright, trademarks, moral rights, design rights, database rights, trade names, service marks and other proprietary rights available anywhere in the world), in any and all Inventions, that he/ she solely or jointly may conceive, express, write, encode, develop, or reduce to practice during his/ her internship with the Company in consideration of the Company paying the Intern his/ her stipend which, the Intern acknowledges, is full



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and sufficient compensation for such assignment. Further, all records, documents, papers (including copies and summaries thereof), and other copyrightable works created, developed or acquired by the Intern in the course of internship shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company.

- (c) Subject to (a) and (b) above, the Parties acknowledge and agree that this Agreement constitutes a valid, binding and on-going agreement for assignment of rights including, as applicable, all intellectual property rights in the Inventions in the manner prescribed under the Trademarks Act 1999, the Patents Act 1970, the Indian Copyright Act 1957 and the Designs Act, 2000 and such other statutes and/or rules that are applicable in this respect, as may be amended, supplemented, replaced or introduced from time to time. Should any applicable statutes and/or rules prescribe any other action to be taken for the assignment of any rights including any intellectual property rights in the Inventions in favour of the Company to be effective, the Intern shall undertake and complete all such actions in a timely manner as and when required. The Parties further agree, that the failure of the Company to exercise any rights over the Inventions as contemplated herein within a period of one year from the date of the assignment as referred to under this Clause 2 shall not cause the assignment of any rights, as applicable, to lapse and the Parties expressly waive the application of Section 19(4) of the Indian Copyright Act, 1957. The Intern hereby waives any moral rights the Intern has or may have in the Inventions. The obligations of the Intern under this Clause 2 shall survive the termination of this Agreement.
- (d) The Intern undertakes that he/ she shall at all times during internship with the Company and thereafter fully cooperate with Company to register, perfect and/or enforce intellectual property rights in the Inventions or other work performed by him/ her as an Intern of the Company. This shall include executing, acknowledging, and delivering to the Company all documents or papers that may be requested by the Company to enable the Company or customers of the Company to create, establish, publish or protect the said intellectual property rights.



The Intern declares that as on the date of execution of this Agreement, the Intern is not a member of the Board of Directors, a partner or employee, nor does the Intern

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hold any other office, in any other company, body corporate, partnership or other entity, whether organized for profit or not. In the event, the Intern on the prior written approval of the Company is permitted to hold any office, whether for profit or otherwise in such other organization, the Intern undertakes to maintain the confidentiality of all Confidential Information and other information pertaining to the Company and its intellectual property rights.

- (f) The Intern hereby represents and warrants that the Intern shall not use or integrate any third party materials or data that are not validly licensed to the Company into the Inventions or any part thereof, unless previously authorized by the Company. The Intern represents and warrants that the Intern has not violated and will not violate the intellectual property rights of any third party, and covenants that the Intern shall not violate the intellectual property rights of any third party in the course of his/ her service with the Company. In the event any constituent of intellectual property of a third party is integrated in the Inventions or any part thereof created by the Intern, the Intern agrees to procure for the Company, at his/ her cost and expense, a non-exclusive, irrevocable, fully transferable, perpetual, fully paid-up license to use, and modify, such third party intellectual property integrated. The Company shall cooperate with the Intern in executing all such assignments, oaths, declarations, and other documents to effect the foregoing.

3. NOTIFICATIONS TO THIRD PARTIES

The Company may notify any future or prospective employer or third party of the existence of this agreement and the details of the Intern's obligations hereunder.

4. REMEDIES

The Intern acknowledges and agrees that breach or anticipated breach of this Agreement by him/her may cause the Company irreparable damage and harm and therefore, without prejudice to any other rights or remedies that the Company may have, the Intern agrees that the Company shall be entitled to seek extraordinary relief in court, including without limitation, specific performance, preliminary or permanent injunctions or other appropriate remedy without the necessity of posting a bond or other security.



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5. MISCELLANEOUS TERMS

- (a) Governing Law and Jurisdiction: This Agreement shall be governed by the laws of India. The competent courts at Bangalore, India shall have exclusive jurisdiction over all disputes arising from or relating to this Agreement and the Parties waive any jurisdictional or venue defenses otherwise available provided however that the Company shall be entitled to seek injunctive relief under this Agreement in any court of competent jurisdiction.
- (b) Waiver: No waiver by either Party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- (c) Severability: If any provision or part hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision or the remainder of the provision, and such invalid provision or part thereof shall be deemed to be severed from the Agreement.
- (d) Assignment: This Agreement and the rights and obligations thereunder are personal with respect to the Intern and may not be assigned by any act of his/ her or by operation of law. The Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or to the purchaser of any of the assets of the Company.
- (e) Legal costs: The Intern agrees that the Company may initiate appropriate legal action against him/ her for the breach of any of the terms of this Agreement, and recover the costs of such legal action, including all damages and lawyers' fees. The Company may also, at its discretion, terminate the Intern's internship with the Company.
- (f) Entire Agreement: This Agreement, along with the Appointment Letter executed with the Company, constitutes the entire Agreement with regard to the subject matter of this Agreement, and supersedes all other previous agreements. It can only be modified by an agreement in writing and signed by the Parties hereto. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, and assigns. For the avoidance of doubt, it is




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hereby clarified that the termination of the Appointment Letter shall not result in the termination of this Agreement. This Agreement does not provide any employment rights to Intern, all internship related terms shall be solely as per the Appointment Letter executed with the Company.

(g) Acknowledgement of Rights and duties: The Intern hereby certifies and acknowledges that he/ she has carefully read all of the provisions of this Agreement and understands and will fully and faithfully comply with such provisions.

(h) No conflicts: The Intern represent and covenant that performance of this Agreement does not and will not breach any agreement he/ she has entered into or will enter into with any third party, including without limitation, any agreement to keep in confidence proprietary or confidential information acquired by him/ her in confidence or in trust prior to his/her internship with the Company. The Intern agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement

The Parties have entered into and executed this Agreement the day and year first above written, by the hand of the duly authorized representative.

| Qutrix Solution Private Limited | Intern Candidate |
|--|------------------|
| Signature  | Signature |
| Name : VIJAY KOTEESWARAN | Name : |
| Place : BANGALORE | Place : |
| Date : 21-JULY-2021 | Date : |

