

Confidentiality and Non-Disclosure Agreement

This confidentiality contract is between Skyfi Education Labs Pvt Ltd (hereafter, the "Company") with registered address at Door No: 58-22-34/9, Butchirajupalem, Visakhapatnam 530027, and A------(Name)of -----
------(address) with Govt. ID Number-----
(hereafter, the "Consultant").

The Consultant recognizes that he may be given and have access to Confidential Information and proprietary information of the Company and its clients. The Consultant undertakes not to use any such Confidential Information for his own purposes except as permitted hereunder, without the prior written consent of the Company and shall use his best efforts to keep confidential and not to disclose to any third party, any Confidential Information. The contents of this Agreement shall also be kept confidential.

The Consultant shall hold and keep in strictest confidence any and all Confidential Information of the Company and its clients, and shall treat such Confidential Information with at least the same degree of care and protection as he would treat his own Confidential Information. The Consultant also agrees to use the greatest degree of care to avoid unauthorized dissemination, access, disclosure or publication of the Confidential Information. The Consultant shall promptly provide the Company with notice of any actual or threatened breach of this Clause. The Consultant does not acquire any Intellectual Property Rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the terms of this Agreement.

The Consultant undertakes to return and will not retain any Confidential Information disclosed to him under this Agreement in any form whether physical or in machine readable. Upon instructions from the Company, the Consultant undertakes to return or destroy or have destroyed, as instructed, all data, notes, designs, templates, budgets, etc. based on or derived from the Confidential Information disclosed to him.

The Consultant acknowledges that in the event of any breach or threatened breach of this Clause by the Consultant, monetary damages may not be an adequate remedy, and therefore, the Company shall be entitled to injunctive relief to restrain the Consultant from any such breach, actual or threatened.

The provisions of the section shall survive the termination of this Agreement.
Inventions and Intellectual Property Rights

The Company shall at all times own and/or be deemed to own or have exclusive rights, title and interests in respect of all Intellectual Property Rights in or to the products developed by the Consultant during the course of providing the Services including any derivative works of or improvements enhancements, modifications or updates thereto.

The Consultant acknowledges and agrees that the Services, Intellectual Property Rights (including without limitation its structure, model, specifications, codes and documentation) thereto and the Company's Confidential Information, and all technical data and information associated therewith constitute trade secrets and are valuable properties of the Company

and are protected, without limitation, by copyright and trademark rights. The Consultant agrees not to take any action inconsistent with the Company's ownership of all such Intellectual Property Rights and other rights.

The Consultant shall not adapt, use, or attempt to register any intellectual property rights that is identical or similar to Intellectual Property Rights as specified under this Agreement.

Consultant believes may infringe on the Intellectual Property Rights of the Company. At the Company's request the Consultant shall provide such reasonable assistance as may be required by the Company for pursuing or defending any dispute, legal proceedings or arbitration before any court of law, tribunal, authority or other such forums in relation to any dispute which may arise out of or in connection with the products developed during the course of providing the Services with any person. Such assistance shall include the provision of information and providing evidence as a witness in the said proceedings or arbitration. No adjustment shall be made to the Fees other than where such assistance is provided in respect of formal legal proceedings. The obligations of the Consultant under this Clause shall continue indefinitely notwithstanding the expiration or termination of this Agreement.

Except as otherwise requested or approved by the Company in writing, the Consultant shall not use or incorporate any third-party Intellectual Property Rights for the development of the performance of the Services.

The Parties agree that the Company may, at its sole discretion, brand the product or any material developed by the Consultant pursuant to this Agreement with trademarks, brands, names or marks owned by the Company and/or the Consultant.

All works and inventions made, created, developed or produced by the Consultant in connection, whether directly or indirectly, with his engagement with the Company shall insure and belong exclusively to the Company as 'work for hire'. The Consultant shall make prompt written disclosure to the Company and shall hold in trust for the sole right and benefit of the Company all such works and inventions, intellectual property created/in process during the term of this Agreement.

In the event that, by virtue of or pursuant to, any applicable law, any work/invention/Intellectual Property Rights vests with the Consultant by virtue of performance of his obligations hereunder, the Consultant hereby irrevocably assigns to the Company the entire world wide right, title and interest in and to any and all ideas, inventions, original works of authorship, trade secrets, design, process, information, copyright work, computer program, trade mark, trade name or get-up work or other output (whether capable of being patented/protected/registered or not) in conjunction with or in any way affecting or relating to the operations or business of the Company or of any of its affiliates/associates or capable of being used or adapted for use in or in connection with such operations or business, together with all Intellectual Property Rights subsisting therein or any developments, improvements to any processes/ quality management systems, in perpetuity which the Consultant may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice.

The Consultant shall unconditionally transfer all information, material and data (necessarily all source code and project material/ documentation) as required by the Company to enhance, manage, operate, administrate, maintain and upgrade the products developed by the Consultant during the course of providing the Services.

The Consultant shall use the necessary software tools, computer and peripherals needed at his/her own discretion. The company will hold no responsibility for the software tools used by the consultant during the services offered. The consultant understands this and agrees to use the third party software as needed on their own authority.

The rights assigned to the Company by the Consultant under this clause shall remain valid and subsisting in perpetuity, and shall not lapse, even if the Company does not exercise those rights within any statutory period of time that may be prescribed by applicable law, rule or regulation, and it shall be irrefutably presumed that the Company has exercised the rights

assigned to the Company's of the time that each and every such Intellectual Property Rights comes into existence.

The Consultant agrees and confirms that the remuneration paid under this Agreement is adequate consideration for the assignment under this Agreement and that he shall have no entitlement to any additional compensation for such transfer and assignments to the Company.

The Consultant shall execute all instruments and do all things necessary for vesting all Intellectual Property Rights and other protection or registration (when so obtained) and all right, title and interest to and in them absolutely, in the Company or such affiliate/associate or in such other personas the Company may specify. The Consultant hereby empowers the Company and its authorized representative as agents and attorney-in-fact to act for and on behalf of the Consultant and instead of the Consultant, to execute all such documents required for perfecting its title in respect of such Intellectual Property Rights.

The Consultant irrevocably and unconditionally waives all rights to the fullest extent permissible under the applicable laws in connection with his authorship of any existing or future copyright work generated under this Agreement, in whichever part of the world such rights may be enforceable.

Non-Compete and Non-Solicitation

The Consultant shall not, either directly or indirectly, throughout the term of this Agreement and for a period of 2 (two) year following the termination or expiry of this Agreement:

solicit, canvass, make or accept orders from or otherwise deal with any person who: (a) was a supplier, vendor, agent or client of the Company at any time; or (b) at the termination or expiry date was in the process of negotiating or was contemplating doing business with the Company;

solicit or entice away or endeavor to solicit or entice away from the Company or any of its other affiliate companies any Consultant or director or senior executive or buyer or salesman employed or otherwise engaged by the Company or any of its affiliates on the termination or expiry date, whether or not that person would commit any breach of his/her contract with the Company, or any other affiliate company.

Further to the above stated restrictions, the Consultant shall not: a) develop, create, deal in, promote or market, directly or indirectly, any products or services that, in any manner, compete with any of the Company's business or products, during the term of this Agreement and for a period of 1 (one) year thereafter and b) commit any act which may or is likely to harm the corporate image or reputation of the Company in any manner.

It is clarified that the Consultant shall develop/create the product in furtherance of the Services for the Company alone and no other products that are same or similar to the product. The Consultant agrees and acknowledges that the restrictions as mentioned are reasonable keeping in mind the nature of business of the Company and for the protection of the business of the Company. In the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained here are valid and effective.

for Skyfi Education Labs Pvt Ltd

Agreed and Accepted Signature:.....