



The Employee Non-Disclosure of Confidential Information and Inventions Assignment Agreement

This the Employee Non-Disclosure of Proprietary Information and Inventions Assignment (the "Agreement") made and entered by and between Moolya Software Testing Pvt Ltd ("Company"), having its registered office Sri Lakshminarayana Mansion, 40, S End Rd, Tata Silk Farm, Jayanagar, Bengaluru, Karnataka 560004.

WHEREAS:

- a. The Company is incorporated under the Companies Act, 1956 of India and engaged in the business of Software Testing.
- b. The Company had offered employment to the Employee as Software Test Engineer - Trainee and the Employee had accepted the offer of employment. The Company and the Employee have signed an appointment letter dated 20 Jan, 2022 ("**Appointment Letter**") wherein the Employee is obligated to sign on this Agreement, as part of the consideration for his employment.
- c. With a view to protect the Confidential Information (as defined below) belonging to the company, third parties and to assign the Inventions (as defined below) conceived or contributed to by the Employee (solely or jointly), the parties have entered into this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants hereinafter contained, it is agreed as follows:

1. Definitions

1.1 Capitalized terms as used in this Agreement, shall have the respective meanings set forth in this Clause 1 and any other capitalized terms used in this Agreement and not defined in Clause 1 shall have such meaning as defined or intended wherever used in this Agreement:

- i. "**Associate Company**", "**Holding Company**" and "**Subsidiary**" have the meanings given to them respectively under the Companies Act, 2013.
- ii. "**Group**" means the Company, any Holding Company of the Company, any Associate Company of the Company or its Holding Company or any Subsidiary of any of them, and any Subsidiary of the Company or its Holding Company or any Associate Company of any of them.
- iii. "**Group Company**" means the Company and any other member of the Group from time to time.

2. Recognition of Company's Rights and Non-Disclosure of Confidential Information

2.1 In this Agreement "**Confidential Information**" means:

- i. All non-public information which relates to the business, finances, transactions, affairs, products, services, processes, equipment or any activities of the Group, whether or not expressly designated by the Company or any Group Company as confidential; and
- ii. All information relating to such matters which comes to the Employee in the course of his/her employment and which, by reason of its character and/or the manner of its coming to his/her knowledge, is confidential (for the avoidance of doubt this includes information that the Employee will from time to time learn about clients of the Group and the client's customers); and
- iii. Provided that Confidential Information as defined above shall not be, or shall cease to be confidential if and to the extent that it becomes part of the public domain otherwise than due to any breach by the Employee of this Agreement.

2.2 The Employee hereby acknowledges that all Confidential Information constitutes unique and valuable assets of the Group, and that



wrongful disclosure of Confidential Information would result in material, irreparable, and continuing injury to the Group, and the Company shall be entitled to seek injunctive relief against the Employee for his/her breach of any provision herein without prejudice to all other rights and remedies available to the Company.

2.3 The Employee shall not during his/her employment or afterwards, directly or indirectly use or exploit (except for the benefit of the Company) or disclose to any third party by any means any Confidential Information except in the following instances, provided prior consent of the Company has been obtained and appropriate non-disclosure agreement has been entered into with the third party prior to disclosure of Confidential Information thereto:

- a. When necessary in the proper performance of the Employee's duties;
- b. With the express written consent of the Company; or
- c. Where disclosure is required by law to government officials or statutory/judicial bodies, who shall be informed of the confidential nature of such information.

2.4 The Employee shall also, during his/her employment, use his/her best endeavors to prevent the unauthorised use or disclosure of any Confidential Information whether by himself/herself or any other officer, employee or agent of the Company or otherwise and shall be under an obligation promptly and freely to report to his/her manager any such unauthorised use or disclosure which comes to the Employee's knowledge.

2.5 The Employee shall not, during his/her employment or at any time thereafter make, except for the benefit of the Company, any copy, record, or memorandum (whether or not recorded in writing or on computer disk, tape, or other electronic media) of any Confidential Information, and any copy, record, or memorandum of any Confidential Information made by the Employee shall be and remain the property of the Company and accordingly shall be returned by the Employee to the Company in accordance with the termination provisions under the Appointment Letter or at any other time at the request of the Company.

2.6 During the Employee's employment, the Employee may be required to enter a non-disclosure agreement direct with a client of the Group and the Employee's consent to entering into such an agreement shall not be unreasonably withheld.

2.7 For the avoidance of doubt this Clause 2 shall survive any termination of employment of the Employee, including resignation by the Employee.

3. Inventions and Copyright

3.1 For the purposes of this clause "**Invention**" shall mean any invention, discovery or improvement including (without limitation) any know how, design, image, process, plan, drawing, formula, algorithms, computer program, software (including source code and object code), technique, compilation or database, system or specification which in any way affects or relates to the business of the Company or any Group Company (including without limitation any current, potential or future product, service, process, equipment, system or activity of the Company or any Group Company) whether or not now, or at any future time, capable of being the subject of patent, copyright or other Intellectual Property Rights protection (whether in India or in any other territory in the World) and "**Intellectual Property Rights**" shall mean trademarks, service marks, logos, get-up, trade dress, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, patents, rights in know-how, trade secrets and proprietary information, and all other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

3.2 It shall be the Employee's duty during his/her employment to consider and keep under review, the ways if any, in which the products, services, processes, equipment, systems and activities of the Company and any other Group Company might be improved, enhanced and/or developed.



3.3 If during the Employee's employment the Employee alone or with others, creates, discovers, develops or directs the discovery of any Invention, the Employee shall promptly disclose it in writing to the Company giving full particulars of it including all necessary drawings, know how, models, specifications, object or source code or other material related to the Invention, and the Employee agrees and acknowledges that because of the nature of the Employee's duties and the responsibilities arising from them, the Employee has a special obligation to further the interests of the Company and the Group so that all Inventions made, discovered, directed or developed by the Employee (whether alone or with others) in the performance of the Employee's duties or as a result of any special project for the Group outside the scope of the Employee's normal duties and all Intellectual Property Rights in such Inventions shall belong exclusively to the Company.

3.4 To the extent any Inventions do not automatically vest in the Company based on the previous provisions of this clause, the Employee hereby assigns and agrees to assign in the future exclusively to the Company any and all Intellectual Property Rights in every Invention made, discovered, developed, or otherwise created by the Employee (whether alone or with others) during the course of his/her employment in substantially the form of assignment as set out in Exhibit A.

3.5 The Employee hereby waives all and any moral rights to all the Intellectual Property Rights in every Invention.

3.6 The Employee shall, at the cost of the Company and on demand, execute all such documents and do all such other acts as the Company shall require to enable the Company or its nominee to obtain the full benefit of any Invention (and all the rights therein) to which the Company is entitled and to secure (in the case of all registered Intellectual Property Rights) such registration or similar protection in any part of the world as the Company may consider appropriate.

3.7 The Employee shall not disclose to any other Person without the consent of the Company being previously obtained (which if given may be subject to conditions, such as execution of an appropriate non-disclosure agreement) the details of any Invention.

3.8 The Employee hereby irrevocably authorizes any director of the Company for the time being in his/her name and on his/her behalf to execute any documents and to do everything necessary to give effect to this Clause 3.

3.9 Decisions as to the copyrighting, patenting and other Intellectual Property Rights exploitation of any Invention shall be at the sole discretion of the Company and the Company shall not be under any obligation to take any step or register any copyright, patent or other right in respect of, or to develop or exploit, any Invention discovered, written, originated, produced, devised, conceived, created, developed or directed by the Employee.

3.10 Nothing in this Clause shall be taken to limit or derogate from the Employee's obligations under Clause 2 (confidential information).

3.11 For the avoidance of doubt this Clause 3 shall survive any termination of employment of the Employee, including resignation by the Employee.

4. Records

The Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Inventions developed by the Employee and all Inventions made by the Employee during the term of the Employee's employment with the Company, which records shall be available to and remain the sole property of the Company at all times.

5. No Improper Use of Materials

During the Employee's employment by the Company, the Employee shall not improperly use or disclose any confidential information or



trade secrets, if any, of any former employer or any other person to whom the Employee has an obligation of confidentiality, and the Employee shall not bring onto the premises of the Company any unpublished documents of any property belonging to any former employer or any other person to whom the Employee has an obligation of confidentiality unless consented to in writing by that former employer or person.

6. No Conflicting Obligations

The Employee represents that the Employee's performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by the Employee in confidence or in trust prior to the Employee's employment by the Company. The Employee has not and shall not enter into, any agreement, either written or oral, in conflict herewith except that any agreement that the Employee enters into with the Company or Group Company shall not violate this Clause 6.

7. Return of Company Documents

When the Employee leaves the employment of the Company, the Employee shall deliver to the Company all material relating to the Inventions including flowcharts, object and source code, drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Confidential Information or Inventions. The Employee further agrees that any property (including virtual property) situated on the Company's premises (including in the virtual workplace) and owned by the Company, including USB drives, virtual drives and other physical and cloud storage media, filing cabinets or other work areas, is subject to inspection by the Company personnel at any time with or without notice. Prior to leaving, the Employee shall cooperate with the Company in completing and signing the Company's termination statement as set out in Exhibit B.

8. Legal and Equitable Remedies

As the Employee's services are personal and unique and since the Employee may have access to and become acquainted with the Company's Confidential Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for breach of this Agreement.

9. Notices

Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing, or by email. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing. Such notice shall be deemed given by email once the email is successfully sent. Notices shall be effective upon receipt or refusal of delivery.

The Company

Sri Lakshminarayana Mansion, 40, S End Rd, Tata Silk Farm, Jayanagar, Bengaluru, Karnataka 560004.

The Employee

House no 34, Near Shiv mandir lakhipur, Patna, Bihar, 803202.

10. Notification to New Employer

In the event that the Employee leaves the employ of the Company, the Employee hereby consents to the Company notifying the Employee's new employer of the Employee's rights and obligations under this Agreement.



11. General Provisions

11.1 Governing Law and Jurisdiction: This Agreement will be governed by and construed according to the laws of the Republic of India. The courts at Bangalore, India, will have exclusive jurisdiction over any disputes arising out of this Agreement.

11.2 Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes and merges all prior discussions between the Parties. No modification of or amendments to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by the Party to be charged. Any subsequent change or changes in the Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

11.3 Severability: If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect.

11.4 Successor and Assigns: This Agreement will be binding upon the Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and assigns.

11.5 Survival: The provisions of this Agreement shall survive the termination of the Employee's employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

11.6 Employment: The Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with the Employee's right or the Company's right to terminate the Employee's employment at any time, with or without cause as per the terms of the Appointment Letter or relevant Company policy.

11.7 Waiver: No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

11.8 Terms: Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa.

11.9 Headings: Titles or headings to the Clauses of this Agreement are not part of the terms of this Agreement, but are inserted solely for convenience.

11.10 Effective Date: This Agreement shall be in effect as of the first day of the Employee's employment with the Company, namely, 1st December 2021.

EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT AFFECTS EMPLOYEE'S RIGHTS TO INVENTIONS MADE BY EMPLOYEE DURING EMPLOYEE'S EMPLOYMENT, AND RESTRICTS EMPLOYEE'S RIGHTS TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO EMPLOYEE'S EMPLOYMENT.

EMPLOYEE HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. EMPLOYEE HAS COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.



EXHIBIT A

[STAMP DUTY TO BE PAID UNDER THE INDIAN STAMP ACT ON THE CONSIDERATION]

DEED OF ASSIGNMENT

This ASSIGNMENT is made on the 20 Jan, 2022 BETWEEN Aryan Sharma, residing at House no 34, Near Shiv mandir lakhipur, Patna, Bihar, 803202 of the One Part (hereinafter referred to as "the Assignor") and Moolya Software Testing Pvt Ltd having its registered office at Sri Lakshminarayana Mansion, 40, S End Rd, Tata Silk Farm, Jayanagar, Bengaluru, Karnataka 560004 (hereinafter referred to as "the Assignee") of the Other Part.

WHEREAS the Assignor is the proprietor of Moolya Software Testing Pvt Ltd as set out in the schedule attached hereto (hereinafter referred to as "IP Rights") and the employee of the Assignee in India.

AND WHEREAS the Assignor has agreed to assign the IP Rights to the Assignee for consideration hereinafter appearing.

NOW THIS DEED WITNESSETH that in pursuance of the Agreement and in consideration of the sum of Rs.100 duly paid to the Assignor by the Assignee, the sufficiency and receipt of which is hereby acknowledged, the Assignor hereby assigns the IP Rights worldwide to the Assignee in perpetuity to hold the same unto the Assignee, its successors and assigns absolutely.

IN WITNESS WHEREOF the Assignor and the Assignee have caused their name and seal to be hereunto affixed the day and year first above written.

SCHEDULE
(Enclosed)

SEAL For (Assignor)

ATTEST

Aryan Sharma

SEAL For (Assignee)

ATTEST

Moolya Corporate Office,

40, Sri Lakshminarayana Mansion, South End Road, Basavanagudi, Bangalore – 560004

Ph: 91 80 49208888



EXHIBIT B

TERMINATION STATEMENT

This is to certify that I do not have in my possession, nor have I failed to return, any papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, designs, computer programs, and other materials, including reproductions of any of the aforementioned items, belonging to [TLA Comment: Please insert name of Company], its parent company, its associated companies, holding company, subsidiaries, group companies, affiliates, successors, or assigns (together, the "Company") or any third parties, from whom the Company has received such materials, including the customers, vendors and subcontractors of the Company.

I further certify that I have complied with all the terms of the Employee Proprietary Information and Inventions Agreement executed between me and the Company (the "Agreement"), including the reporting of any Inventions (as defined therein) conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree that, in compliance with the Agreement, I will continue to abide by the terms of this Agreement to the extent required after termination of my employment and in particular, will continue to keep confidential, all Company Confidential Information.

I hereby affirm that the following, by way of illustration and not limitation, are Inventions to which I may have contributed during my employment and that these Inventions belong exclusively to the Company and the terms of this Agreement shall apply accordingly.

No Inventions or improvements (✓/x)

☒

See below (✓/x)

☐

Whether Additional Pages Attached (✓/x)

☒

Date: 07 Feb 2022

The Employee's Signature Aryan Sharma

The Employee's Name and Number: Aryan Sharma, MSTPL865

Moolya Corporate Office,

40, Sri Lakshminarayana Mansion, South End Road, Basavanagudi, Bangalore - 560004

Ph: 91 80 49208888



Signature section:

In Witness Whereof, the Parties have executed this Agreement at Bangalore as on the date first mentioned above.

Moolya Software Testing Pvt Ltd	Aryan Sharma
Signature:	Signature: <i>Aryan Sharma</i>
Name:	Designation: <i>Software test Engineer-Trainee</i>
Title:	
Date:	Date: <i>07 Feb 2022</i>

Witness

1.

2.

Moolya Corporate Office,

40, Sri Lakshminarayana Mansion, South End Road, Basavanagudi, Bangalore – 560004

Ph: 91 80 49208888