



EMPLOYEE NON-DISCLOSURE AGREEMENT

1. THIS EMPLOYEE NON-DISCLOSURE AGREEMENT (this "Agreement") is made effective for all purposes and in all respects as of 8th December, 2015, by and between (i) EnterpriseDB Corporation, a Delaware corporation ("Company"), and (ii) Dilip kumar (the "Employee").

WHEREAS, Company desires to employ Employee and Employee desires to be employed by Company; and Company requires, as a condition to employment, that Employee and Company execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

2. Certain Covenants.

A. Non-disclosure.

(1) Employee shall not at any time during or after employment with Company, reveal to any person or entity any of the trade secrets or confidential information of Company or of any third party which Company is under an obligation to keep confidential (including, but not limited to, existing and contemplated products, services, contracts, business procedures, inventions, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer lists, projects, pricing, costs, revenues and engineering, manufacturing, testing, operational and marketing plans, proposals and procedures), except as may be required in the ordinary course of performing Employee's duties as an employee of Company. Employee shall keep secret all matters entrusted to him and shall not use or attempt to use any such information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to Company.

(2) The above restrictions shall not apply to: (a) information that at the time of disclosure is in the public domain through no fault of Employee; (b) information received from a third party outside of Company that was disclosed without a breach of any confidentiality obligation; (c) information approved for release by written authorization of Company; or (d) information that may be required by law or an order of any court, agency or proceeding to be disclosed; provided that, Employee shall provide Company with written notice of any such required disclosure once Employee has knowledge of it and will help Company at its expense to the extent reasonable to obtain an appropriate protective order.

(3) Employee agrees that during the Employee's employment Employee shall not take, use or permit to be used any notes, memoranda, reports, lists, records, specifications, software programs, data documentation or other materials of any nature relating to any matter within the scope of the business of Company or concerning any of its dealings or affairs other than for the benefit of Company. Employee further agrees that, after the termination of his employment, Employee shall not use or permit to be used any such notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data documentation or other materials, it being agreed that all of the foregoing shall be and remain the sole and exclusive property of Company, and that immediately upon the termination of Employee's employment, Employee shall return to Company (at its main office) all tangible embodiments of the foregoing (and all copies thereof) and erase or delete all embodiments of the foregoing (and all copies thereof) residing in any electronic or other storage device or media, whether any of the foregoing is created or made by Employee or others.

(4) During Employee's employment with the Company Employee agrees not to improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom Employee has an obligation of confidentiality, and Employee further agrees not to bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom Employee has an obligation of confidentiality unless consented to in writing by that former employer or person. Employee also agrees to use in the performance of Employee's duties only information which is generally known and used by persons with training and experience comparable to Employee's own, which is



common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

B. Inventions.

(1) For purposes of this Agreement the term "Developments" means any and every invention, modification, discovery, design, development, improvement, process, software program, documentation, work of authorship, formula, data, technique, know-how, trade secret, author's right, "droit morale" and other intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protections).

(2) If during the Employee's employment with Company, Employee shall (either alone or with others) make, conceive, discover or reduce to practice any Development that (a) relates to the business of Company or any of the products or services then being developed, manufactured or sold by Company or which may be used in relation therewith; (b) results from tasks assigned to Employee by Company or which may be used in relation therewith; or (c) results from the use of premises or personal property (whether tangible or intangible) owned, leased, contracted for or provided by Company (such Developments are herein called "Company Developments"), all such Company Developments and the benefits thereof shall immediately become the sole and exclusive property of Company and its assigns. Employee shall promptly disclose to Company (or any persons designated by it) each Company Development. Company Developments shall also include Developments that Employee (either alone or with others) makes, conceives, discovers or reduces to practice during the twelve (12) months following the Termination Date that relate to the subject matter of the Employee's work for Company, the actual or contemplated business of Company on the Termination Date and any of the products or services then being developed, manufactured or sold by Company or which may be used in relation therewith.

(3) Employee hereby assigns to Company and its successors and assigns without further compensation any rights Employee may acquire in any Company Development and the benefits and/or rights resulting therefrom. Employee makes no claim of authorship or ownership in any Company Development, and Employee hereby agrees to communicate to Company, without cost or delay, and without publishing the same, all available information relating thereto (with all necessary plans and models). If any Company Development is protectible by copyright and is deemed in any way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. §101, such Company Development shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by Company.

(4) Upon disclosure of each Company Development to Company, Employee will, during his employment and at any time thereafter, at the request and cost of Company, sign, execute, make and do all such deeds, documents, acts and things as Company and its duly authorized agents may reasonably require: (a) to apply for, obtain and vest in the name of Company (unless Company otherwise directs) all letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (b) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

(5) In the event Company is unable, after reasonable effort, to secure Employee's signature on any letters patent, copyright or other analogous protection relating to a Company Development, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney-in fact, to act for and on behalf of Employee to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letter patents, copyrights and other analogous protections thereon with the same legal force and effect as if executed by Employee.

(6) Exhibit A sets forth a complete list of all Developments that are not Company Developments (the "Prior Developments") by reason of their having been developed by Employee prior to his employment by Company. Employee represents and warrants that each Prior Development was made, conceived, discovered and reduced to practice by Employee alone or with others prior to his or her employment by Company and/or its predecessors. If Exhibit A is blank Employee represents and warrants that no Prior Developments exist. Regardless of the content of Exhibit A, (a) Employee covenants and agrees that Employee shall not include or use non-Company Developments (including, without limitation, Prior Developments) in Company Developments



without first notifying and receiving Company's written consent to do so, and (b) Employee hereby grants Company a perpetual, royalty-free, worldwide, non-exclusive right and license to use, create derivative works of and incorporate into Company Developments all Developments owned by Employee (including, without limitation, Prior Developments) that Employee may from time to time include or incorporate into Company Developments.

C. Non-solicitation.

(1) Employee acknowledges and agrees that, because relationships with clients and prospective clients are expected to constitute a large portion of the goodwill of Company's business, it is of great importance to Company that Employee not solicit Company's clients and prospective clients (other than on behalf of Company) during the period of employment, and that Employee not solicit such clients and prospective clients during a one (1) year period after termination of Employee's employment, with respect to business or contracts for any products or services of the type provided, developed or under development by Company during Employee's employment by Company, so that another employee of Company will have an opportunity to develop relationships with such clients and prospective clients.

(2) Employee agrees that, while Employee is employed by Company and for a period of one (1) year (or such shorter period as Employee was employed by Company) commencing on the date of termination of Employee's employment with Company (the "Termination Date"), Employee shall not, within the Washington, D.C. metropolitan area and any other state or states, or foreign countries, in which Employee performed material services for Company, directly or indirectly solicit (other than on behalf of Company) business or contracts for any products or services of the type provided, developed or under development by Company during Employee's employment by Company, from or with (a) any person or entity which was a customer, client, OEM, distributor, reseller or representative (a "Customer") of Company for such products or services as of, or within one (1) year prior to, the Termination Date, or (b) any prospective Customer which Company was actively soliciting as of, or within one (1) year prior to, the Termination Date.

(3) While Employee is employed by Company and for a period of one (1) year (or such shorter period as Employee was employed by Company) commencing on the Termination Date, Employee shall not solicit any person employed by Company, or who within ninety (90) days of the Termination Date had been so employed by Company, to leave the employ of Company.

3. No Breach of Agreement. Employee represents, warrants and covenants that Employee's performance of all the terms of this Agreement and any services to be rendered as an employee of Company do not and will not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Employee in confidence, trust or otherwise prior to Employee's employment by Company) to which Employee is (or may in the future become) a party or by the terms of which Employee may be bound. Employee has attached to this Agreement copies of any such agreements by which Employee is bound. Employee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement. Employee hereby agrees to indemnify and hold harmless Company from and against any costs and expenses incurred by Company as a result of any breach of this Agreement by Employee and in enforcing and preserving Company's rights under this Agreement.

4. Injunctive Relief. Employee understands and agrees that Company will suffer irreparable harm in the event that Employee breaches any of Employee's obligations under paragraph 1 or 2 hereof and that monetary damages will be inadequate to compensate Company for such breach. Accordingly, Employee agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of paragraph 1 or 2 hereof, Company, in addition to and not in limitation of any other rights, remedies or damages available to Company at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach by Employee, or by any or all of Employee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Employee.

5. General Provisions.



A. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of New Jersey without regard to its rules of conflicts of laws.

B. Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by courier service (with proof of service), facsimile transmission, hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), to Employee's residence in the case of Employee as shown on the records of Company, and to its principal office in the case of Company.

C. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, Company and Employee, and their respective heirs, personal and legal representatives, successors and assigns; provided, however, that the rights and obligations of Employee under this Agreement are personal and shall not be assigned, delegated or otherwise transferred by Employee.

D. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions of this Agreement.

E. Company. As used herein the term "Company" shall include any corporation or other entity which is at any time the parent, a subsidiary or an affiliate of Company.

F. Entire Agreement; No Waiver. This Agreement contains the entire agreement and understanding by and between Company and Employee and no representations, promises, agreements or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

G. Headings. Headings of the paragraphs and subparagraphs of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretative effect whatsoever.

H. Survival. The provisions of paragraphs 1, 2, 3 hereof and this paragraph 4 shall survive any expiration or termination of this Agreement and remain in full force and effect.

I. At Will Employment. Employee's employment by Company is employment "at will" for an indefinite term, and may be terminated at the option of Employee or Company at any time with or without cause or notice, except that Employee agrees to use reasonable efforts to give Company at least two (2) weeks' prior written notice before resigning such employment. Upon Company's request, Employee will provide Company with the name of Employee's new employer and Employee hereby authorizes Company to notify such new employer of any ongoing obligations of Employee to Company under this Agreement.

J. Gender; Number. The use of either gender herein shall be deemed to be or include the other gender, as appropriate, and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective for all purposes and in all respects as of the day and year first above written.

EnterpriseDB Corporation:

Employee:

By: _____

DILIP KUMAR

Name: _____

[EmployeeName]



Title: _____

Address: B-406 SAI SRI PRIDE

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