

CONSULTANT NON-DISCLOSURE AGREEMENT

1. **General.** As a consultant of **Accion Labs India Pvt. Ltd.**, a company incorporated in Delta Block 6th Floor, Sigma Soft Tech Park, Varthur Kodi, Bangalore-66, India, under the Companies Act 1956 and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of Accion Labs India Pvt. Ltd. During my contract, I will not engage in activity that:

- (a) conflicts with Accion Labs India Pvt. Ltd. business interests, including without limitation, any business activities not contemplated by this agreement,
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at Accion Labs India Pvt. Ltd., or
- (c) interferes with the independent exercise of my judgement in Accion Labs India Pvt. Ltd. best interests.

Accion Labs is a technology services firm with specialized focus in working with technology firms through the entire innovation spectrum. We help our clients conceptualize, design, develop and deploy commercial software products in the emerging technologies such as Web 2.0, SaaS, Cloud, Open-source, BI/DW, Mobile and Big Data. Our clients include consumer product firms, enterprise software firms, SaaS firms and e-business organizations.

2. **Recognition of Absolute ownership.** That I do hereby recognize and admit that Accion Labs India Pvt. Ltd. is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of the company, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use application programs, operating systems, internet websites or e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace used by me in the course of my contract with Accion Labs.

I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this agreement, all confidential and/or proprietary information belonging to and/or in possession of Accion Labs, which is received, accessed, and/or used by me during the course of my deployment with Accion Labs, shall include without limitation, such information received from Accion Labs, its customers and/or any entity in which Accion Labs holds or controls more than 50% of the equity stock thereof and/or is entitled to vote for the election of directors.

3. **Non-Disclosure.** At all times, during my deployment and thereafter, I will not disclose to anyone outside Accion Labs nor use for any purpose other than my work for Accion Labs:
- a. any confidential or proprietary technical, financial, marketing, distribution or other technical or business information or trade secrets of Accion Labs, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers,
 - b. any information Accion Labs has received from others which Accion Labs is obligated to treat as confidential or proprietary or
 - c. any confidential or proprietary information which is circulated within Accion Labs via its internal electronic mail system, intranet or otherwise.

I will also not disclose any confidential or proprietary information to anyone inside Accion Labs except on a “need-to-know” basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to whom, if anyone inside Accion Labs, it may be disclosed, I will consult with my manager at Accion Labs.

4. **Assignment of inventions.** I hereby assign exclusively to Accion Labs all my right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein “Inventions”) that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the deployment of Accion Labs. I will make prompt and full disclosure to Accion Labs of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of Accion Labs.

I hereby waive and quit claim to Accion Labs, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to Accion Labs.

My obligation to assign shall not apply to any invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facilities, services or trade secret of Accion Labs was used in its development; and
- c) it does not relate
 - (i) directly to the business of Accion Labs or
 - (ii) to the actual or demonstrably anticipated research or development of Accion Labs; and
- d) it does not result from any work performed by me for Accion Labs.

5. **Excluded and Licensed inventions.** I have attached hereto, a list describing all inventions – belonging to me and made by me prior to my employment with Accion Labs that I wish to have excluded from this agreement. If not such list is attached, I represent that there are no such inventions. If in the course of my deployment at Accion Labs, I use in or incorporate into a Accion Labs product, program, process or machine, and invention owned by me or which I have an interest, Accion Labs is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.
6. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, Accion Labs is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering inventions assigned to Accion Labs as stated above, I hereby irrevocably designate and appoint Accion Labs and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me,. I will testify at Accion Labs request and expense in any interference, litigation or other legal proceeding that may arise during or after my agreement.
7. **Third party information.** I recognize that Accion Labs has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on Accion Labs part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my deployment and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in Accion Labs and consistent with Accion Labs agreement with such customers or third party. I will not use such information for the benefit of anyone other than Accion Labs or such third party, or in any manner inconsistent with any agreement between Accion Labs and such third party of which I am made aware.
8. **Prior Employer Information.** During my deployment at Accion Labs, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current 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 I will not bring onto the premises of ACCION LABS, 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. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
9. **Presumption of breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Accion Labs, including without limitation, concepts, technique's processes, methods, system's, designs, clients, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers as well as software for business and professional use, application programs, internet websites, e-commerce solutions, books, hardware and information for the microcomputer and internet marketplace by any other third party with whom I may have a nexus, it shall be presumed,

unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this agreement by me.

10. **Term of Deployment.** I acknowledge that my agreement will be of indefinite duration and that either Accion Labs or I will be free to terminate this consultant relationship at will and at any time with or without cause and in accordance with the consultant Agreement signed by me with Accion Labs on _____, 20 ____ . I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said consultant agreement signed by an officer of Accion Labs.
11. **Return of materials.** At the time I leave deployed at Accion Labs, I will return to Accion Labs all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's. Tapes, DAT Drives and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, ID cards or other property belonging to Accion Labs.
12. **Non-solicitation.** While deputed at Accion Labs and for a period of 1 year from the termination of my contract, I will not induce or attempt to influence directly or indirectly, any employee at Accion Labs to terminate his employment with Accion Labs or to work for me or any other person or entity.
13. **Personal property.** I agree that Accion Labs will not be responsible for loss, disappearance, or damage to personal property on Accion Labs premises, or if applicable, on residential premises subsidized by Accion Labs (including apartments or temporary housing). I hereby release, discharge and hold Accion Labs harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.
14. **Equitable relief.** I acknowledge that any violation by me under this agreement, and/or any obligation of like nature, will cause irreparable injury to Accion Labs, and Accion Labs shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
15. **Attorney fees.** If court proceedings are required to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.
16. **Entire Agreement.** I agree that this agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this agreement shall be the courts of India. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford Accion Labs the maximum protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my consultant agreement.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this
_____ day of _____, 20 ____.

Inventions listed on attached: _____ YES _____ NO

(Consultant Signature)

Name: _____

HR Department

Name: _____