

VECTOR 3 Digital Tech Private Limited

VECTOR3 (Reg Name: VECTOR3 Digital Tech Pvt Ltd) EMPLOYEE NON-DISCLOSURE AGREEMENT

- 1) **General.** As an employee / stakeholder of VECTOR3 Digital Tech Pvt Ltd, a company incorporated in DELHI, 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 VECTOR3. During my employment, I will not engage inactivity that:
- a) Conflicts with VECTOR3 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 VECTOR3 or
 - c) Interferes with the independent exercise of my judgement in VECTOR3' best interests.

As used herein, VECTOR3 business means Digital and Graphic Design solutions and products, Mobile and Web Applications development, marketing and Software support as well as client related solutions and products and allied services for business and professional use including but not limited to operating systems, application programs, websites, internet related or e-commerce solutions, applications as well as books and hardware and Internet marketplace.

- 2) **Recognition of Absolute ownership.** That I do hereby recognize and admit that VECTOR3 is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, design, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of VECTOR3, 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 employment with VECTOR3.

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 VECTOR3 which is received, accessed, and/or used by me during the course of my employment with VECTOR3, shall include without limitation, such information received from VECTOR3, its customers and/or any entity in which VECTOR3 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 employment and thereafter, I will not disclose to anyone outside VECTOR3 nor use for any purpose other than my work for VECTOR3:
- a) Any confidential or proprietary technical, financial, marketing, manufacturing, distribution or any other technical or business information or trade secrets of VECTOR3, 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 VECTOR3 has received from others which VECTOR3 is obligated to treat as confidential or proprietary or
 - c) Any confidential or proprietary information which is circulated within VECTOR3 via its internal electronic mail system, intranet or otherwise.
 - d) I will also not disclose any confidential or proprietary information to anyone inside VECTOR3 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 VECTOR3, it may be disclosed, I will consult with my manager / reporting authority at VECTOR3.
- 4) **Assignment of inventions.** I hereby assigned exclusively to VECTOR3 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 employment of VECTOR3. I will make prompt and full disclosure to VECTOR3 of any inventions/developments, 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 VECTOR3.

I hereby waive and quit claim to VECTOR3, any and all claims of any nature whatsoever that I know or hereafter may

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have for infringement of any patent resulting from any patent applications for any inventions so assigned to VECTOR3.

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 VECTOR3 was used in its development; and it does not relate
 - i) Directly to the business of VECTOR3 or
 - ii) To the actual or demonstrably anticipated research or development of VECTOR3; and
 - iii) it does not result from any work performed by me for VECTOR3.
- 5) **Excluded and Licensed developments.** I have attached hereto, a list describing all developments – belonging to me and made by me prior to my employment with VECTOR3 that I wish to have excluded from this agreement. If not such a list is attached, I represent that there are no such developments. If in the course of my employment at VECTOR3, I use in or incorporate into a VECTOR3 product, program, process, design, business or marketing solution or machine, and invention or development owned by me or in which I have an interest, VECTOR3 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, VECTOR3 is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering inventions/developments/designs assigned to VECTOR3 as stated above, I hereby irrevocably designate and appoint VECTOR3 and its duly authorized officers and agents as my agent and attorney in fact, to act for me and on 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 VECTOR3's request and expense in any interference, litigation or other legal proceedings that may arise during or after my employment.
- 7) **Third party information.** I recognize that VECTOR3 has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on VECTOR3's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in VECTOR3 and consistent with VECTOR3 agreement with such customers or third parties. I will not use such information for the benefit of anyone other than VECTOR3 or such third party, or in any manner inconsistent with any agreement between VECTOR3 and such third parties of which I am made aware.
- 8) **Prior Employer Information.** During my employment at VECTOR3, 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 VECTOR3, 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 VECTOR3, including without limitation, concepts, technique's processes, methods, system's, designs or architecture design, product, 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 employment.** I acknowledge that my employment will be of indefinite duration and that either VECTOR3 or I will be free to terminate this employment relationship at will and at any time with or without cause and in accordance with the Employment Agreement signed by me with VECTOR3 on _____, 20____. I also acknowledge that any representations to the contrary are unauthorized and void, unless contained in the said employment agreement signed by an officer of VECTOR3.

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- 11) **Return of materials.** At the time I leave the employment of VECTOR3, I will return to VECTOR3 all papers, drawings, notes, memos, 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 VECTOR3 and the laptop (with all accessories) provided to me by VECTOR3 has the serial number and details
- 12) **Non-solicitation.** While employed at VECTOR3 and for a period of 1 year from the termination of my employment, I will not induce or attempt to influence directly or indirectly, any employee at VECTOR3 to terminate his employment with VECTOR3 or to work for me or any other person or entity.
- 13) **Personal property.** I agree that VECTOR3 will not be responsible for loss, disappearance, or damage to personal property on VECTOR3 premises, or if applicable, on residential premises subsidized by VECTOR3 (including apartments or temporary housing). I hereby release, discharge and hold VECTOR3 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 VECTOR3, and VECTOR3 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 VECTOR3 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 employment.

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

(Signature of Employee)

Name of Employee:

(Signature of Employer)

Name of Employer: Hemant Khara