**Confidentiality, Non-Disclosure, Non-Hire & Non-Solicitation Agreement**

This Confidentiality Agreement ("Agreement") is made and entered on between **COGNEXT ANALYTICS PVT LTD**, having its registered office at, India ("Cognext Analytics") and Mr./Mrs. , located at Mumbai,

1. **Definitions**

**“Disclosing party”** for purposes of this agreement would be the party providing

Information as defined below and will include Cognext Analytics Solutions (P) Ltd.

(Cognext Analytics) and all or any of its directors.

**“Receiving party”** is the party that receives any information from the disclosing party as mentioned above. All employees of Cognext Analytics, whether past, present of future, shall be included in the definition of “receiving party”.

**“Information”** shall mean any material information of whatsoever characteristic provided to the receiving party by any party in normal course of business of Cognext Analytics. "Information" shall mean all technical information including but not limited to reading material, reports, books provided during the course of official business, periodicals, formulae, software code, source code of software, processes, models, policies, procedures, tool kits, architectures, systems engineering, memoranda, notes, records, drawings, manuals, implementation & support procedures, customer site related information and commercial information including but not limited to customers, prospects, business plan, investment details, analysis of internal working, business proposals, competition analysis, projections, personnel data etc; supplied to the

“receiving party” and/or intentionally or unintentionally received by the “receiving party” and/or developed, constructed, made, prepared, coded, by the receiving party in the course of its employment or during the tenor of its employment in any manner including verbally or by any electronic, digital or printed media including all copies, extracts and summaries thereof with or without reliance in any way on the Information or materials provided by the disclosing party during the course of employment of receiving party with the disclosing party. All material, reports, concepts, software, source codes, working papers, tools, designs, drawings, presentations, database in whatever form developed by any employee shall form part of definition of information as defined above and shall be under the sole ownership and propriety of Cognext Analytics. Such information excludes, however, any information that becomes generally available to the public other than as a result of an unauthorized disclosure by the “receiving party” or any other party or its personnel.

**“Employees”** will mean all present and past employees of Cognext Analytics and would include persons hired on contractual terms.

**“Official business”** of Cognext Analytics will mean any work carried out for Cognext

Consulting by any person during its association with Cognext Analytics.

2. **Authorized Use:** All information disclosed to any party including any receiving party during the course of normal business of Cognext Analytics shall be used by the receiving party or any other party, solely for the purpose of transacting official business of Cognext Analytics and shall strictly not be put to any other use. This shall, either express or implied, constitute “authorized use” of information provided by the disclosing party to the receiving party. No authorization can be provided by anyone

(including directors of Cognext Analytics) for using such information for any other

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purpose other than official purpose for use in dealing with normal official business of Cognext Analytics. The Receiving party may not sell, transfer, assign, sublicense, or subcontract any right or obligation to receive any information in the normal course of working with the disclosing party, nor shall it assign its responsibility to discharge its duties as per the contract of employment with the disclosing party hereunder without the prior written consent of disclosing party.

3. **Limited Use:** The receiving party acknowledges that they are to be given access to the “Information” solely for purposes of authorized official business of Cognext Analytics. The receiving party agrees that (1) it will not use the “Information” for any other purpose except authorized use as mentioned in earlier point (2) will keep the

“Information” confidential at all times and (3) will not copy / modify / delete any portion of the Information, or copy or modify the adaptation, transcription and/or merged portion thereof, except as expressly authorized by Cognext Analytics for official purposes. The receiving party shall limit its disclosure of the Information only to employees who are on the rolls of Cognext Analytics on that day and who are informed of the obligations under this agreement, and whom the “receiving party” is allowed to disclose, either express or implied, or could reasonably be expect to have a legitimate need to disclose such Information in order to accomplish an authorized use or for discharge of official business of Cognext Analytics.

4. **Non Compete:** The receiving party, after termination of its employment contract with Cognext Analytics, shall not enter into a contract of employment or contract of service, with any other organization, for a period of five years from the date of cessation of relationship between the disclosing party and receiving party, which is in direct or indirect competition or alliance with Cognext Analytics or is a prospective customer or alliance partner of Cognext Analytics, without explicit written consent from Cognext Analytics. The receiving party, including all current and past employees of the disclosing party, after termination of employment contract with Cognext Analytics, shall not use, disclose, share, carry, save, copy, transfer, transmit any material or information as defined in the definitions section above, to anyone including its place of new employment or contract of service and shall not keep or use any such information either for personal or official purpose in the course of discharge of its duties as per its new employment or contract. During the tenure of this agreement and/or up to Five year after any business relationship between the disclosing and any of the receiving parties ceases to exist, the receiving party agrees not to approach for employment, alliance or make offers of a competitive nature to anyone including current, prospective or potential customers, associates or competitors of Cognext Analytics, directly or indirectly.

5. **Proprietary Protection:** The disclosing party shall have sole & exclusive ownership of all rights, title, and interest in and to the “Information” including ownership of all copyrights & trade secrets pertaining thereto, subject only to the rights & privileges expressly granted by the disclosing party.

Disclosing party claims & reserves all rights and benefits afforded under Indian, Federal and International copyright, trade mark, patents and IPR protection laws for all

“Information” as defined in the definitions section. The binary or object code version

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of software programs supplied as “Information”, all presentations, models, reports in any form, proposal documents software, hardware, soft or hard copies of all documents may under no circumstances be reverse-engineered or reverse-compiled without the disclosing party’s further written consent. The “Information” including the source code version of all software programs and all software development processes, technical or business processes that may be included in the “Information” are considered to include valuable trade secrets of the disclosing party.

6. **Return of the Information:** Upon the disclosing party’s request, the receiving party shall promptly return and/or destroy all Information and discontinue all further use of the Information. Upon disclosing party’s request, the receiving party shall promptly certify that such actions have been taken. The restrictions contained in this agreement shall remain in effect until three (3) years after the return or destruction of all

“Information”.

7. **Non Solicitation:** During the tenure of this agreement and/or up to Five years after any business relationship between the receiving and disclosing parties ceases to exist, the receiving party shall be obliged not to hire, recruit, lure or solicit any employee, partner, business associate and/or a consultant of the disclosing party, to do commercial work for itself or with any other party in any manner, either directly or indirectly, without the prior written approval of the disclosing party. This clause will survive non-renewal or early termination of this agreement by either party.

8. **Disclaimer:** Except as may otherwise be set forth in a signed, written agreement between parties, the disclosing party makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Information, and disclosing party shall have no liability whatsoever to any party, resulting from the use of the “Information”.

9. **General:** The interpretation and enforcement of this agreement shall be governed by Indian Law and both the parties hereby submit to the exclusive jurisdiction of the Indian Courts. Receiving party may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of disclosing party.

10. **Remedy to the Breach:** In the event of breach of contract, disclosing party can take against the receiving party or any such party which is in alliance with the receiving party, any action as it deems fit which includes termination of contract of employment with the receiving party and any other legal action as it may deem fit against all responsible, directly or indirectly for breach of this contract. Receiving party acknowledges that in the event of any breach of this agreement, the disclosing party will not have an adequate remedy in terms of monetary compensation solely. The disclosing party therefore shall be entitled in such event to obtain an injunctive relief against the receiving party for such breaches from any court of competent jurisdiction and/or claim damages. Disclosing party's right to obtain such relief shall not limit its rights to obtain other remedies.

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Signed & Delivered by:

**Name of Employee: For Cognext Analytics Pvt Ltd.**

**Signature: Signature:**

Witness Name: Witness Name:

Date: Date:

Place: Place:

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