

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This agreement is signed between **TRANSACT BPO SERVICES INDIA PVT. LTD.**, located at No.44/1, Industrial Suburb Ward No.10, Opp. Vaishnavi Sapphire Centre/ Shell Petrol Bunk, Yeshwantpur, Bangalore 560 022 and Mr./Ms. _____ TGID: _____ Residing at _____

... as a part of the Company's efforts to protect its property, goodwill, and competitive position. In consideration of employment, promotion, the payment of cash, or the award by the Company, I am entering into this Agreement and agree as follows:

1. The Company is engaged in the information management, customer management, employee care, and collection industries within India. The Company extends its services throughout India.

2. The Company currently has three primary business segments: (i) Customer Care, which provides outsourced customer care services, and professional and consulting services to in-house customer care operations; (ii) Information Management, which provides billing and information solutions; and (iii) Employee Care, which provides human resource business process outsourcing (HR BPO) solutions. The Company develops and utilizes technology, models, programs, data, research and development, concepts, goodwill, customer relationships, training, and trade secrets. The success of the Company and each of us are directly predicated on the protection of its knowledge and information. I acknowledge that in the course of employment with the Company, I will be entrusted with, have access to and obtain intimate, detailed, and comprehensive knowledge of confidential and/or proprietary information ("Information"), including information or financial information concerning: (i) the Company's processes, practices and procedures; (ii) the Company's customers, clients and employees; (iii) the Company's advertising and marketing plans; (iv) the Company's strategies, plans, goals, projections, and objectives; (v) the Company's research and development activities and initiatives; (vi) the strengths and weaknesses of the Company's products or services; (vii) the costs, profit margins, and pricing associated with the Company's products or services; (viii) the Company's sales strategies, including the manner in which it responds to client requests and requests for information or requests for proposals; (ix) the Company's business, including budgets and margin information, and (10) matters considered confidential by the Company, its customers, or suppliers, including information considered confidential by such customers' or clients' customers, vendors, or other third-party providers, and any information of a third party that the Company designates as confidential (e.g., third-party information accessed or used by me during my employment). I agree that the Information is highly valuable and provides a competitive advantage to the Company. I further agree that, given the Indian market in which the Company competes, confidentiality of the Information is necessary without regard to any geographic limitation.

3. Both during and after employment with the Company, I agree to retain the Information in absolute confidence and not to use or permit access to or disclose the Information to any person or organization, except as required for me to perform my job with the Company. Upon termination of employment with the Company for any reason, I agree to return to the Company, its successors or assigns all information in tangible form, all devices, computer disks or other electronic or magnetic storage media, records, data, proposals, lists, specifications, drawings, sketches, materials, equipment, other documents or property together with all copies (in whatever medium recorded).

4. I recognize the need of the Company to prevent unfair competition and to protect the Company's legitimate business interests. Accordingly, I agree that, after my employment with transact following any termination or separation (for any reasons), I will not accept employment from any if the company's client or vendors, neither will I reach out to them for any business requirement through a competitor.

(i) providing, selling or attempting to sell, or assisting in the sale or attempted sale of, any services or products similar to those services or products with which I had any involvement or Information during my employment with the Company (including any products or services being researched or developed by the Company during employment with the Company); or

(ii) Providing or performing services that are similar to any services that is provided to or performed for the Company during my employment with the Company.

For purposes of this provision, a "Competitor" is any business or entity that, at any time during the two-year period following termination or separation, provides or seeks to provide, any products or services (including those being researched or developed) similar to or related to any products sold or any services provided by the Company or with which had any involvement or Information at any time during my employment with the Company (including those services or products being researched or developed during my employment with the Company). "Competitor" includes, without limitation, any company or business that:

(i) provides information services and/or software to third parties (including but not limited to all segments of the communications industry, such as wireless, wire line, cable, cable telephony, broadband, direct broadcast satellite and the Internet);

(ii) provides outsourced customer management and/or customer care services (including but not limited to customer service; offshore capabilities; business process outsourcing; customer retention; direct response; technical support services; B2B sales and marketing services; consumer sales and marketing services; back-office services; and collection services/accounts receivable management);

(iii) Is a customer of the Company where my position with such customer would involve or relate to the services or products that the Company does or did provide to such customer.

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This restriction will be limited to the geographical area where the Company is doing business and the geographic area where the Company markets its products and/or services at the time of termination of employment.

5. During employment and for a period of two years following termination or separation from the Company for any reason, I will not directly or indirectly, through any person or entity, communicate with (i) any of the Company's customers from which the Company generated revenue during the two years preceding termination or separation; or (ii) any prospective customers known to me during the two-year period prior to termination or separation, for the purpose or intention of attempting to sell any Competitor's products or services or attempting to divert business from said customer or prospective customer away from the Company.

6. In the event of uncertainty as to the application of this Agreement to any contemplated employment opportunity or business activity, I agree to inquire in writing of the Company's Director, specifying the contemplated opportunity or activity. The Company will attempt to respond within ten (10) business days following receipt of said writing. In no event will the Company's failure to respond within ten business days constitute a waiver of any of the provisions of this Agreement.

7. All ideas, inventions, discoveries, concepts, trademarks and other developments or improvements, whether patentable or not, conceived by me, alone or with others, at any time during my employment, whether or not during working hours or on the Company's premises, that are within the scope of or related to the business operations of the Company ("New Developments"), shall be and remain the exclusive property of the Company. I shall do all things reasonably necessary to ensure ownership of such New Developments by Company, including the execution of documents assigning and transferring to the Company all rights, title and interest in and to such New Developments, and the execution of all documents required to enable the Company to file and obtain patents, trademarks, and copyrights in the United States and foreign countries on any of such New Developments. I agree to make prompt written disclosure to the Company, to hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company all right, title and interest in and to any ideas, inventions, original works of authorship (published or not), developments, improvements or trade secrets that I may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice, during employment with the Company. I acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are works made for hire.

I agree to keep and maintain adequate records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all New Developments, which records shall be available to and remain the sole property of the Company.

8. I agree not to disparage or act in any manner that may damage the business of the Company or that would adversely affect the goodwill, reputation, and business relationship of the Company with the public generally, or with any of its customers, clients or myself. This provision is not intended to prohibit competition not otherwise restricted by this Agreement.

9. I will not, directly or indirectly, attempt to or actually induce, persuade, or entice any: (i) Company employees, for a period of two years following my termination or separation (for any reason), to terminate such person's employment relationship with the Company or accept employment with a Competitor; or (ii) current or former Company, without limitation, to violate any of such person's non-compete and/or non-solicitation and/or non-disclosure and/or non-disparagement agreements) with the Company.

10. During employment by the Company and for a period of two years following termination or separation (for any reason), I will, before accepting an offer of employment from any person or entity, provide such person or entity a copy of this Agreement.

11. I represent that I will not be bound by any agreement or other duty to a former employer or any other party that would prevent me from complying with any obligations hereunder.

12. I further agree and consent that this Agreement and the rights, duties, and obligations contained in it may be and are fully transferable and/or assignable by the Company, and shall be binding upon and inure to the benefit of the Company's successors, transferees, or assigns.

13. I further agree that any breach or threatened breach of this Agreement would result in material damage and immediate and irreparable harm to the Company. I further agree that any breach of the covenant not to compete described herein would result in the inevitable disclosure of Company's confidential, proprietary and trade secret Information. I therefore agree that the Company, in addition to any other rights and remedies available to it, shall be entitled to obtain an immediate injunction, whether temporary, preliminary, or permanent, in the event of any such breach or threatened breach by me. I acknowledge that the prohibitions and obligations contained in this Agreement are reasonable and do not prevent my ability to use my general abilities and skills to obtain gainful employment. Therefore, I agree that I will not sustain monetary damages in the event that Company obtains a temporary, preliminary or permanent injunction to enforce this Agreement.

14. I understand and acknowledge that the Company is incorporated, has its headquarters, and conducts substantial business and operations in the State of Karnataka of India. Accordingly, I agree that this Agreement shall

be governed by the laws of the State of Karnataka, without giving effect to any conflict of law provisions. I further voluntarily consent and agree that the state or courts located in Bangalore, Karnataka, India: (i) must be utilized solely and exclusively to hear any action arising out of or relating to this Agreement; and (ii) are a proper venue for any such action and said courts can appropriately exercise personal jurisdiction over me for any such action.

15. This Agreement supersedes and replaces any prior Non-Disclosure and Non-competition Agreement(s) (or Non-Disclosure Agreement(s)). To the extent that any portion of this Agreement is deemed unenforceable as to the application to specific facts and circumstances, such portion may, without invalidating the remainder of the Agreement, be modified to the limited extent necessary to cure such unenforceability. Where a curing modification would be ineffective, related portions of my prior agreement(s) (in order of recency) will be deemed substituted as to the specific facts and circumstances at issue.

16. This Agreement does not obligate Company to employ me for any period of time.

Date: _____

Signature

Name