

STATEMENT REGARDING NON-DISCLOSURE AND INVENTIONS AGREEMENT

Attached to this statement is SPA Systems Private Limited's Non-Disclosure and Inventions Agreement (the "Agreement").

Please take the time to review the Agreement carefully. It contains material restrictions on your right to disclose or use, during or after your contract, certain information and know-how learned by you during the term of your contract.

The Company considers this Agreement to be very important to the protection of its business. It intends to enforce the terms of the Agreement and to pursue and/or appropriate injunctions, restraining orders, and money damages, should you violate the Agreement.

If you have read and understand the Agreement, and if you agree to its terms and conditions, please return a fully executed copy of it to the Company, retaining one copy for yourself.

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my continued work as an employee by SPA Systems Private Limited, a company registered in India, its parent company or any of its current or future subsidiaries, affiliates, successors or assigns (the "Company"), and the training, compensation, and confidential information I receive from the Company, I agree to restrictions placed by the Company on my use of information belonging to the Company. I understand that, during the course of my work as an employee of the Company, I have had and will have access to Proprietary Information (a term which is defined below) concerning the Company, its employees, its operations, its vendors, its customers, its prospects, and its leads. I acknowledge that the Company has developed, compiled, and otherwise obtained, often at great expense, this information and that this information has great value to the Company's business. I agree to hold in strict confidence all Proprietary Information and will not disclose any Proprietary Information to anyone outside of the Company, as defined more fully below.

I. DEFINITIONS

A. The "Company"

As used in this Agreement, the "Company" refers to SPA Systems Private Limited, its parent company and parent company's affiliates, each of subsidiaries, its partners, its joint ventures, and portfolio companies owned directly or indirectly by any of the foregoing (any of the foregoing, a "SPA Affiliate"). I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am rendering services as an independent contractor by or work for the Company or any SPA Affiliate. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer my contract at some time from the Company or any other SPA Affiliate to any other SPA Affiliate.

B. "Proprietary Information": Definition and Ownership

I understand that the Company possesses and will possess Proprietary Information that is important to its business. For purposes of this Agreement, "Proprietary Information" is information that was or will be developed, created, obtained, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed by a third party to the Company, which has commercial value in the Company's business or the business of a third party disclosing such information.

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"Proprietary Information" includes, but is not limited to, the following (whether or not patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in India, the United States or elsewhere): strategic sourcing information or analysis, including any deal source, any leads pipeline or other list of prospective customers or acquisition targets or sources of such information; accounting and financial information, or any SPA Affiliate, and portfolio company financial information; sales and marketing strategies, plans and programs; financial projections and pro forma financial information; intellectual property of any kind; product development and product testing information; product formulas; software design and architecture; source code; object code and other computer code; product sales and inventory information; personnel information (including without limitation employees' and consultants' benefits, salaries, stock options, compensation, formulas or bonuses; business plans; names, addresses, and phone numbers of customers); contracts, including without limitation contracts with clients, suppliers, advisers, professional services firms, placement agents, independent contractors or employees and Trade Secrets or proprietary information. **"Trade Secrets"** includes any information that derives independent economic value, actually and potentially, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use and that are the subject of efforts that are reasonable under the circumstances to maintain their secrecy, including, without limitation, the Company's and other SPA Affiliates' proprietary deal sourcing strategy and diligence processes. "Proprietary Information" does not include (i) information that is or becomes known within the industry through lawful means and not in violation of this Agreement; (ii) information which was rightfully in my possession or part of my general knowledge prior to my contract with the Company or another SPA Affiliate; or (iii) information which is disclosed to me without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction). I understand that my contract creates a relationship of confidence and trust between me and the Company with respect to Proprietary Information.

All Proprietary Information and all title, patents, patent rights, copyrights, trade secret rights, trademarks, trademark rights, and other intellectual property and rights anywhere in the world (collectively "**Rights**") in connection therewith shall be the sole property of the Company. I hereby assign to the Company any Rights I may have or acquire in Proprietary Information.

C. **"Company Materials"**

I understand that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "Company Materials" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents, media or items have been prepared by me or by others.

II. OBLIGATIONS TO PROTECT PROPRIETARY INFORMATION

I represent and warrant that from the time of my first contact or communication with the Company or any other SPA Affiliate, I have held in strict confidence all Proprietary Information and have not disclosed any Proprietary Information to anyone outside of the Company, or used, copied, published, or summarized any Proprietary Information except to the extent necessary to carry out my responsibilities as an independent contractor of the Company.

At all times, both during my contract with the Company and after its termination, I will (i) keep in confidence and trust and will not disclose any Proprietary Information except to other Company employees, agents and representatives who need to know, or to third parties who are bound by written confidentiality agreements to the extent necessary to carry out my responsibilities as an independent contractor to the Company and in a manner consistent with any such third party confidentiality agreements, and (ii) use Proprietary Information only for the benefit of the Company.



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SPA SYSTEMS PRIVATE LIMITED

1st Floor, VC-2, Mahalaxmi Plaza, Sector-3, Vaishali,
Near Ayakar Bhawan, Ghaziabad-201010 (U.P.)
Phone : 0120 - 4135550

III. MAINTENANCE AND RETURN OF COMPANY MATERIALS

All Company Materials are and shall be the sole property of the Company. I agree that during my time of rendering services, I will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any person or entity outside the Company, except as may be reasonably necessary in connection with performing the duties of my services. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my contract if so requested by the Company, I will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my compensation, dates of services rendered, and expense account and (ii) my copy of this Agreement.

IV. DISCLOSURE OF INVENTIONS TO THE COMPANY

As used in this Agreement, "Inventions" mean any work of authorship, discovery, improvement, invention, design, process, graphic, source, HTML and other code, trade secret, technology, algorithms, computer program or software, audio, video or other files or content, idea, design, process, technique, formula or composition, know-how and data, whether or not patentable or copyrightable, including, without limitation, investment strategies or algorithms or other proprietary developments related to the Company's leads and leads sourcing, due diligence, processes or strategies. I agree to maintain adequate and current written records and promptly disclose in writing to the Company, all Inventions, made, discovered, conceived, reduced to practice or developed by me, either alone or jointly with others, during the term of my services rendered. I will not disclose Inventions covered by this Article IV to any person outside the Company except as may be reasonably necessary in the course and scope of my contract with the Company.

I will also disclose to the Company all Inventions made, authored, discovered, conceived, reduced to practice, or developed by me, either alone or jointly with others, within six (6) months after the termination of my contract with the Company which resulted, in whole or in part, from my prior services rendered to the Company. Such disclosures shall be received by the Company in confidence (to the extent such Inventions are not assigned to the Company pursuant to Article V below) and do not extend the assignment made in Article V below.

V. OWNERSHIP OF INVENTIONS

A. Generally

I agree that all Inventions which I make, discover, conceive, reduce to practice or develop (in whole or in part, either alone or jointly with others) during my contract shall be the sole property of the Company, as described in Section V.B, to the maximum extent permitted by applicable law ("Company Inventions"). I hereby assign to the Company, without further consideration, all right, title, and interest in and to any and all of such Company Inventions and all Rights therein, to the maximum extent permitted by applicable law.

B. Works Made for Hire

The Company shall be the sole owner of all Rights, title and interest in all Company Inventions. I further acknowledge and agree that such Company Inventions, including, without limitation, any computer programs, programming Documentation, and other works of authorship, are "works made for hire" for purposes of the Company's rights under copyright laws.

C. License

If any Company Inventions assigned hereunder are based on, or incorporated, or are improvements or derivatives of, or cannot be reasonably made, used, reproduced and distributed without using or violating technology or rights owned or licensable by me and not assigned hereunder, I hereby grant the Company a perpetual, worldwide, royalty-free, non-exclusive and sub-licensable right and license to exploit and exercise all such technology and rights in support of the Company's exercise or exploitation of any assigned Company Inventions (including any modifications, improvements and derivatives thereof).

D. List of Inventions

I have attached hereto a complete list of all existing Inventions to which I claim ownership as of the date of this Agreement and that I desire to specifically clarify are not subject to this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions at the time of signing this Agreement.

E. Cooperation

I will assist the Company in every proper way to obtain, and from time to time enforce, India, United States and foreign Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Rights to the Company or its designee. My obligation to assist the Company with respect to Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my contract, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Rights assigned hereunder to the Company.

F. Assignment or Waiver of Moral Rights

Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

VI. COMPANY AUTHORIZATION FOR DISCLOSURE

During my contract with the Company, and for a period of three (3) years thereafter, at least ninety (90) days prior to my submitting, or disclosing for possible publication or dissemination outside the Company (such as through public speaking engagements, offering documents, pitch books, road shows, oral presentations or any other means), any material prepared by me that incorporates information that concerns the Company's business, including expressly any track record

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information or other information relating to the financial performance, whether in the aggregate or individually, of the Company and/or any SPA Affiliate, I agree to deliver a copy of such material to the Managing Partner or another Partner of the Company for his or her review. The Company agrees to notify me whether the Company believes, in its sole and absolute discretion, such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are requested by the Company in its sole and absolute discretion to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

VII. FORMER EMPLOYER INFORMATION

I represent that my performance of all the terms of this Agreement and as an independent contractor of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my contract with the Company, and I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into and I agree I will not enter into any agreement, either written or oral, in conflict herewith or in conflict with my contract with the Company. I further agree to conform to the rules and regulations of the Company.

VIII. SEVERABILITY

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be modified to the minimum extent necessary to comply with applicable law and the intent of the parties. If any provision of this Agreement, or application of it to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

IX. EFFECTIVE DATE AND BINDING UPON SUCCESSORS

This Agreement shall be effective as of the date signed by me and shall be binding upon me, my heirs, executors, and administrators and shall inure to the benefit of the Company, its subsidiaries, successors and assigns.

X. GOVERNING LAW

I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of the India without regard to the conflict of law's provisions thereof. I hereby submit to the exclusive jurisdiction and venue of the federal and state courts located in New Delhi.

XI. JURY WAIVER

EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY CHOSEN COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THIS PROVISION WILL NOT BE SUBJECT TO ANY EXCEPTIONS.

XII. REMEDIES

I recognize that nothing in this Agreement is intended to limit any legal or equitable remedy of the Company. I recognize that my violation of this Agreement would cause the Company irreparable harm, the amount of which would be extremely difficult to estimate, making any remedy at law or in damages inadequate. Thus, I agree that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Company deems appropriate. This right shall be in addition to any other remedy available to the Company.

XIII. APPLICATION OF THIS AGREEMENT

I agree that my obligations set forth in this Agreement, along with the Agreement's definitions of Proprietary Information shall be equally applicable to Proprietary Information related to any work performed by me for the Company prior to the execution of this Agreement.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND ITS TERMS. I ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY. I HAVE COMPLETELY NOTED ON EXHIBIT A TO THIS AGREEMENT ANY INVENTIONS THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

For:

SPA SYSTEMS PRIVATE LTD.

Deepak Singhal
(Director)

Address: H-63, Vijay Chowk
Laxmi Nagar, Delhi 110 092

Date: 1/Sept/2021

Pradeep Yadav
(Employee)

Permanent Address:

Local Address:

*Pradeep Deewan Post
The Sarvlok Barhni giddha
Vaishali - Ghaziabad Nagar
Sector 8, Noida Cantt*

Date:

14/09/2021



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EXHIBIT A TO PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

1. The following is a complete list of all Inventions relevant to the subject matter of my contract with the Company that have been made, discovered, conceived, first reduced to practice or developed by me or jointly with others prior to my contract with the Company are not subject to this Proprietary Information and Inventions Agreement:

No Inventions.

See below: Any and all Inventions regarding:

Additional sheets attached.

2. I propose to bring to my contract the following materials and documents of a former employer:

No materials or documents

See below:

Pradeep Yadav
(Employee)

Date:

14/09/2021