

NONDISCLOSURE & DEVELOPMENTS AGREEMENT

This Nondisclosure and Developments Agreement (this “**Agreement**”) is entered into as of the date set forth below between ThoughtFocus Information Technologies Pvt. Ltd, a company incorporated under the Companies Act, 1956 having its registered office at, Tower D, 4th floor, No. 12, Subramanya Arcade, Bannerghatta Road, Bangalore 560029, and the undersigned Employee (“Employee”). In consideration of the initial and continued employment by Company of Employee, of Employee receiving any securities, options or other forms of compensation from any Related Company, and of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information.

(a) Employee acknowledges and agrees that in the course of employment with Company, Employee shall have access to and become acquainted with substantial Confidential Information of Company, and shall in the future contribute to such Confidential Information.

(b) Employee agrees that Employee shall not, either during Employee’s employment with Company, any of its subsidiaries or any parent or holding company of Company (Company and each such subsidiary, parent and holding company, a “**Related Company**” and collectively, the “**Related Companies**”) or at any time thereafter, except as required in the performance of Employee’s services for a Related Company, (i) use any Confidential Information in any manner whatsoever, (ii) disclose or divulge any Confidential Information, except to the extent required by law (but only after Employee has provided Company with reasonable notice and opportunity to take legal action against such legally required disclosure) or (iii) remove or aid in the removal from the premises of any Related Company any Confidential Information or any property or material relating thereto.

(c) Upon Company’s request at any time and for any reason, Employee shall immediately deliver to Company all materials (including all soft and hard copies) in Employee’s possession which contain or relate to Confidential Information, as well as all other Company documents and property then in his possession.

(d) Employee acknowledges and agrees that all lists of current and prospective customers and vendors of, and any other parties having material business relations with, any Related Company developed during the course of Employee’s employment with any Related Company are, and shall continue to be, the sole and exclusive property of Company and that Employee neither has, nor shall have, any right, title or interest therein. Employee further acknowledges and agrees that such lists are and must continue to be confidential, and are not readily accessible to any competitor of any Related Company.

(e) Employee should not access or attempt to access data or information that is confidential and he/she is not authorized to access or does not have a need to know to perform his or her duties. Such restrictions apply to data / information of both company and clients of the company regardless of the fact that such data/information is restricted to the Employee or not.

Authorized Signatory
Date: 29-Aug-2022

Employee Name: Shreyas T M
Date: 29-Aug-2022

(f) For the purposes of this Agreement, “**Confidential Information**” means all trade secrets and all other information of a business, financial, marketing, technical or other nature relating to the business of any Related Company including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, formulae, designs and design projects, inventions, computer hardware, software programs, business plans and projects pertaining to any Related Company and including any information of others that any Related Company has agreed to keep confidential; *provided*, that Confidential Information shall not include any information that has entered or enters the public domain through no fault of Employee.

2. Noncompetition & Nonsolicitation Covenants. Employee agrees that Employee shall not, during the period in which Employee is employed by any Related Company and for 12 months thereafter:

(a) directly or indirectly, individually or as a Employee to, or Employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business or enterprise, other than (i) a Related Company, to act for and on Employee’s behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or other similar documents with the same legal force and effect as if executed by Employee. Company or (ii) after full disclosure to, and with the prior approval of, Company’s board, engage in or assist any other person or entity to engage in any business which competes with any business in which a Related Company is engaging or, to the knowledge of Employee, in which any Related Company plans to engage, during or at the time of termination of Employee’s employment, anywhere in India or anywhere else in the world where any Related Company does business (provided, that nothing contained herein shall be construed to prevent the passive ownership of less than 2% of the stock of any publicly traded company); or

(b) directly or indirectly, individually or as a Employee to, or Employee, officer, director, manager, stockholder, partner, member or other owner or participant in any business or enterprise, solicit, divert or take away, or attempt to solicit, divert or take away from any Related Company, or offer employment or any consulting arrangement to, or otherwise interfere with the business relationship of any Related Company with, (i) any person who is, or was within the 1 year period immediately prior to the termination of Employee’s employment with Company (or any other Related Company), employed by or associated with any Related Company or (ii) any person or entity who is, or was within the 1 year period immediately prior to the termination of Employee’s employment with Company (or any other Related Company), a current or prospective customer or client of a Related Company. For the avoidance of doubt, it shall also be a violation of this § 2(b) for Employee to assist any other person or entity in engaging in any of the activities prohibited herein.

(c) The provisions of this §2 shall be interpreted so as to protect the trade secrets and confidential information, and to secure for the Related Companies the exclusive benefits of the services performed by Employee on behalf or for the benefit of a Related Company, and not to unreasonably limit Employee’s ability to engage in employment, consulting activities, or otherwise to earn a livelihood.

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3. Inventions.

(a) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the "Developments") made by Employee, either alone or in conjunction with others, at any time or at any place during Employee's employment with any Related Company, whether or not reduced to writing or practice during such period of employment, which relate to the business in which any Related Company is engaged or in which any Related Company intends to engage, shall be and hereby are the exclusive property of Company without any further compensation to Employee. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by Employee are intended to be "work made for hire" as defined in §101 of the Copyright Act of 1957, and shall be and hereby are the property of Company.

(b) Employee shall promptly disclose any Developments to Company. If any Development is not the property of Company by operation of law, this Agreement or otherwise, Employee will, and hereby does, assign to Company all right, title and interest in such Development, without further consideration, and will assist Company and its nominees in every way, at Company's expense, to secure, maintain and defend Company's rights in such Development. Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of India or any foreign country which Company desires to file and relates to any Development. Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as such Employee's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive Employee's death or incapacity), to act for and on Employee's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings, or other similar documents with the same legal force and effect as if executed by Employee.

(c) Attached hereto as Exhibit A is a list of all inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein made by Employee prior to Employee's employment with a Related Company (collectively referred to as "Prior Inventions"), which belong to Employee and which relate to the business of Company or any other Related Company, and which are not assigned to Company hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. If in the course of Employee's employment with Company, Employee incorporates into a Related Company product, process or machine a Prior Invention owned by Employee or in which Employee has an interest, such Related Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license to make, have made, modify, use, sell and otherwise exploit such Prior Invention as part of or in connection with such product, process or machine, or any enhancements or extensions thereof.

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4. Injunctive & Other Equitable Relief, Etc.

(a) Employee acknowledges that a breach of §§ 1-3 herein would cause irreparable harm to Company which cannot be reasonably or adequately compensated in damages in any action at law. By this reason, Employee consents and agrees that if Employee violates, or threatens to violate, any of the provisions of this Agreement, Company and any other Related Company shall be entitled, in addition to any other remedies, to the remedies of injunction, specific performance and other equitable relief for such a violation or threatened violation by Employee. Employee further agrees that in the event of such a violation by Employee, Company shall be entitled to recover any and all attorneys' fees and costs incurred by it in connection with such violation (not to exceed the total compensation paid to Employee). This §4 shall not, however, be construed as a waiver of any of the rights which Company or any other Related Company may have for damages or otherwise. Employee further agrees that if violates any provision of this Agreement, the period of the applicable provision shall be extended by the period of time during which such violation occurred.

(b) Employee's obligations under §§1, 2 and 3 of this Agreement shall survive the termination of Employee's employment regardless of the manner of such termination.

5. Other Agreements. Employee represents and warrants that Employee's performance of all the terms of this Agreement and as an Employee of any Related Company does not and will not breach any other employment, consulting, noncompetition, nondisclosure, confidentiality or other agreement to which Employee is a party or by which Employee is bound. Employee further agrees that s/he will not, in the course of employment with Company, disclose any confidential information belonging to any prior employer or other third party.

6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by personal delivery, overnight courier or deposit in the Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in writing in accordance with this §6.

7. Not a Contract of Employment; Notification of New Employer. Employee understands that this Agreement does not constitute a contract of employment or give Employee any rights to employment or continued employment with any Related Company. In the event that Employee is no longer an Employee of Company, Employee consents to notification by Company to Employee's new employer or its agents regarding Employee's rights and obligations under this Agreement.

8. Governing Law; Severability. This Agreement shall be construed, interpreted and enforced in accordance with the laws of India, without regard to its conflicts of law principles. This Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law. Employee hereby consents to (a) service of process, and to be sued, in local court of law and (b) to the jurisdiction of the court of law within city limits where office is located, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of Employee's obligations hereunder, and Employee expressly waives any and all objections he or she may have as to venue in any such courts.

Authorized Signatory
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Employee Name: Shreyas T M
Date: 29-Aug-2022

9. Miscellaneous. The terms and conditions of this Agreement shall apply to Employee's employment with Company and/or any other Related Company, and each subsidiary, parent or holding company of Company shall be an intended third party beneficiary of this Agreement. As used in this Agreement, the terms "employment," "employ" or words of similar import shall include any period in which Employee is a Employee to any Related Company. No delay or omission by Company (or any other Related Company) in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by any Related Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. No waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such waiver is sought unless it is made in writing and signed by or on behalf of such party. This Agreement may be amended or modified only by a written instrument executed by both Company and Employee. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and permitted assigns, accept that the rights and obligations of Employee hereunder may not be assigned without Company's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the last date set forth below.

COMPANY:

ThoughtFocus Information Technologies Pvt. Ltd
Signatory Name: Kavita Kalyan Hegde
Date: 29 -Aug-2022

EMPLOYEE:

Signature: 
Employee Name: Shreyas T
Date: 29 Aug-2022