



HUAWEI

**MANPOWER SERVICES AND NON-DISCLOSURE UNDERTAKING**

(NOTE: Sign at the bottom of each page)

*Sravani Kumar Patnaik*

employee of APPINESS INTERACTIVE

PVT. LTD. (Signed herein) hereby solemnly consent to undertake the following obligations, for the purpose of performing Software Development activities by APPINESS INTERACTIVE PVT. LTD. and further assigned (together with all the rights, titles and interests in and to it) to Huawei Technologies India Pvt. Ltd. (HTIPL), as part of this project to be carried out at HTIPL premises in Bangalore or any other location designated in India by HTIPL more fully described and agreed between APPINESS INTERACTIVE PVT. LTD. and HTIPL as per Manpower Services Agreement dated 1<sup>st</sup> October 2018 (hereinafter referred to as "Project") and also subject to Mutuality and Non-confidentiality Agreement executed between HTIPL and APPINESS INTERACTIVE PVT. LTD. ("Authorized Purpose").

APPINESS INTERACTIVE PVT. LTD. and Employee are each hereinafter also referred to as the "Party" and collectively as the "Parties".

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. DEFINITION**

Except as otherwise indicated in this Agreement, "HTIPL" includes HTIPL Technologies India Pvt. Ltd., having its registered office at Divyasree Techno Park, EPIP Industrial Area, Kundalahalli Village, K. R. Puram Hobli, Bangalore 560037, India, and its all Affiliates. "Affiliate" shall mean entities that control, or are controlled by, or are under common control with a party to this Agreement. For the purposes of this definition, "control" shall mean direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of controlled or commonly controlled entity.

**2. CONFIDENTIAL INFORMATION**

By virtue of his services at HTIPL, Employee will have access to confidential, proprietary and highly sensitive information relating to the business of HTIPL, access to the test environment, test tools, documents and defect management tools, access environments and tools as accessible by APPINESS INTERACTIVE PVT. LTD. and which is a competitive asset of HTIPL ("Confidential Information").

"Confidential Information" shall include all information which relates to the business of HTIPL, which is, has been or will be disclosed to Employee orally or in writing by HTIPL or obtained by virtue of his services performed for HTIPL, is or was developed by HTIPL, and is not generally available to or known by individuals or entities within the industry in which HTIPL is or may become engaged or readily accessible by independent investigation or any information, of any kind, that is developed by Employee under the Project for or on behalf of either HTIPL or APPINESS INTERACTIVE PVT. LTD., regardless of using or not any information provided by either HTIPL or APPINESS INTERACTIVE PVT. LTD.

Confidential Information sought to be protected includes, without limitation, information pertaining to (i) the identities of customers and clients with which or whom HTIPL does or seeks to do business, as well as the point of contact persons and decision-makers at these customers and clients, including their names, addresses, e-mail addresses and positions; (ii) the past or present purchasing history and the past and/or current job requirements of each past and/or existing customer and client; (iii) the volume of business and the nature of the business relationship between HTIPL and its customers and clients; (iv) the pricing of HTIPL's products APPINESS INTERACTIVE PVT LTD. or services, including any deviations from its standard pricing for particular customers and clients; (v) HTIPL's business plans and strategy; (vi) information regarding HTIPL's employees, including their identities, skills, talents, knowledge, experience, and compensation; (vii) HTIPL's financial results and business condition; (viii) computer programs and software developed by HTIPL and tailored to HTIPL's needs by its employees, independent Employees, consultants or vendors; (ix) information relating to HTIPL's vendors or other key suppliers; (x) any past or present merchandise or supply sources in the future; (xi) system designs, procedure manuals, automated data programs, reports, personnel procedures, and supply and service resources; and (xii) technical or non-technical information of HTIPL, including, without limitation, patent, copyright, trade secret, methods, ideas, concepts, designs, inventions, know-how, processes, software source documents, and formulae related to the current, future and proposed products APPINESS INTERACTIVE PVT LTD. and specifications and engineering statements. Confidential Information may be contained on HTIPL's computer network, in computerized documents or files, USB / Laptop / WiFi / Mobile PDA device or in any written or printed documents, including any written reports summarizing such information.

### **3. LIMITATION TO USE**

3.1 The Employee agrees to accept HTIPL's Confidential Information solely for use in connection with the Authorized Purpose. The Employee acknowledges that HTIPL's Confidential Information will be disclosed to the Employee throughout his services at HTIPL in order to enable the Employee to perform his services for HTIPL. In addition, the Employee acknowledges that the unauthorized disclosure of Confidential Information could place HTIPL at a competitive disadvantage. Consequently, the Employee agrees not to use, publish, disclose or divulge, directly or indirectly, at any time, any Confidential Information for his own benefit or for the benefit of any person, entity, or corporation other than HTIPL, to any person who is not a current employee of HTIPL, without the express, written consent of HTIPL and except in the performance of the services assigned to him by HTIPL. The Employee further agrees not to make copies of any Confidential Information, except as authorized in writing by HTIPL.

3.2 The Employee understands and agrees that it is not allowed to sell, license or otherwise exploit any parts, products APPINESS INTERACTIVE PVT LTD., services documents or information that embody in whole or in part any Confidential Information. The Employee shall refrain from reverse engineering, decompiling or disassembling Confidential Information.

3.3 The Employee agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of HTIPL. Employee shall notify the undersigned HTIPL representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Employee, or any third party, and will cooperate with HTIPL in every reasonable way to help HTIPL regain possession of the Confidential Information.



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and prevent its further unauthorized use or disclosure.

3.4 The Employee shall not in any manner make public reference to any third party or publicly disclose or make public reference to the mere fact that the Parties (i) are discussing or intend to initiate discussions on the subject matter hereof or the possibilities to enter into any business or other relationship; or (ii) have or have entered into or are contemplating to enter into or have terminated any business or other relationship.

3.5 The Employee agrees that, when he is on the premises of HTIPL, he will at all times comply with all security regulations in effect. The Employee further agrees to abide at all times with off premises security regulations when the Employee has Confidential Information of HTIPL. The Employee specifically agrees not to disclose to any third party any information, systems, equipment, ideas, processes or methods of operation observed at HTIPL's facilities, all of which shall be deemed Confidential Information as defined herein.

3.6 The Employee further understands and agrees that his obligations under this Agreement are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which he may have to HTIPL under general legal or equitable principles, or other policies implemented by HTIPL.

3.7 The Employee further agrees that he will not utilize or infringe any intellectual property rights from any previous or current employer or any third party, in providing services hereunder. Any breach of this section will be the sole responsibility of the Employee and HTIPL accepts no liability as a result of such breach.

3.8 Employee hereby expressly acknowledges and agrees that all the rights, titles, and interests, including intellectual property rights and/or any moral rights, in and to the Confidential Information shall at all time be vested in HTIPL. Employee shall always refrain from taking any action that could adversely impact HTIPL's execution of any and all rights vested thereto, and shall, if requested by HTIPL, provide reasonable assistance to HTIPL to assert or execute, in any manner thereof, its rights, titles and interests in and to the Confidential Information.

#### **4. RETURN OF CONFIDENTIAL INFORMATION**

The Employee shall, at the HTIPL's direction, return or destroy all originals, copies, reproductions and summaries of all Confidential Information received from HTIPL and all materials (in any medium) which contain or embody Confidential Information.

#### **5. NO OBLIGATION**

Neither this Agreement nor the disclosure or receipt of Confidential Information shall be construed as creating any obligation of HTIPL to furnish Confidential Information to the Employee or to enter into any agreement or relationship with the Employee with respect to mutual business.

#### **6. REMEDIES**

The Employee acknowledges that the Confidential Information belonging to HTIPL is a unique and valuable



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asset of HTIPL. Disclosure in breach of this Agreement may result in irreparable injury to HTIPL for which monetary damages alone will be inadequate remedy. Therefore, the Parties agree that, in the event of a breach or threatened breach of any term of this Agreement, in addition to any other remedies that may be available, in law, in equity or otherwise, HTIPL shall be entitled apart from the remedies available in the Mutual Confidentiality and Non-Disclosure Agreement and Manpower Services Agreement executed with APPINESS INTERACTIVE PVT. LTD. (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Employee, without the necessity of proving actual damages, and (b) to be indemnified by the Employee from any loss or harm, including, without limitation, attorney's fees, arising out of or in connection with any breach or enforcement of the Employee's obligations under this Agreement or the unauthorized use or disclosure of HTIPL's Confidential Information.

## **7. NO RIGHTS GRANTED**

7.1 All Confidential Information is and shall remain the property of HTIPL. Nothing in this Agreement shall be construed as granting any expressed or implied rights under any patent, copyright or other intellectual property right of HTIPL, nor shall this Agreement grant the Employee any express or implied rights in or to the HTIPL's Confidential Information other than the limited right set forth in this Agreement.

7.2 The Employee agrees to disclose, fully and promptly, and only to HTIPL, all ideas, methods, plans, improvements or patentable inventions of any kind which are made or discovered, in whole or in part, by the Employee during the performance of his services that result from any aid, support, or assistance by HTIPL or that are created during HTIPL's work time. In connection with any invention, discovery, concept or idea subject to the foregoing sections, the Employee will promptly execute a specific assignment of any title, or license to HTIPL, and, if requested to do so, will cooperate fully with HTIPL to secure a patent or intellectual property rights protection thereof in India and/or any foreign countries. However, nothing in this Agreement shall require any assignment otherwise prohibited by law. The Employee further agrees that any and all work product and all intellectual property rights created or performed by the Employee while the Employee is working with or on behalf of HTIPL shall be and remain the exclusive property of HTIPL. The Employee hereby assigns any and all rights, title, and ownership interests that he may now have or hereafter acquire in or to such work product to HTIPL. Without HTIPL's prior written consent, the Employee shall not or induce any third party to seek any patent or other intellectual property rights protection to any works or services performed under this Agreement.

## **8. NO WARRANTY**

All Confidential Information is provided "AS IS" without warranty of any kind, and the Employee agrees that neither HTIPL nor its suppliers shall be liable for any damages whatsoever arising from or relating to the Employee's use or inability to use such Confidential Information.

## **9. SEVERANCE**

If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

## **10. INDEPENDENT EMPLOYEES**

HTIPL and the Employee are independent Employees, and nothing contained in this Agreement shall be construed to constitute HTIPL and the Employee as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

## **11. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of India in every particular including formation and interpretation.

- 11.1 Any disputes, controversies or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, that cannot be settled through negotiation shall be finally settled by the Arbitration and Conciliation Act, 1996 by 1 (one) arbitrator to be appointed mutually by the parties. The place of the arbitration shall be in Bangalore, India. The arbitration shall be conducted in English language. The arbitral award is final and binding upon the Parties. All costs and expenses related to the arbitration shall be borne by the non-prevailing party. In the course of arbitration, the Parties shall continue to perform their respective contractual obligations except those matters under dispute referred to the arbitration.
- 11.2 Any Party may, without violating Clause 11.1 above, seek from a court any interim remedy that may be necessary to protect the Confidential Information. Notwithstanding that, the final right of determination of any interim remedy granted and the ultimate controversy or dispute shall be resolved and decided according to Clause 11.1.

## **12. EXPORT CONTROL**

The Employee shall adhere to all applicable export control laws and regulations.

## **13. AMENDMENT AND WAIVER**

Any term of this Agreement can only be amended or modified by an amendment in writing signed by both Parties. Any amendment or waiver effective in accordance with this section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

## **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and merges all prior discussions between the Parties as to Confidential Information.

**15. ASSIGNMENT**

Neither Party shall have the right to assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of the other Party.

**16. TERM AND TERMINATION**

This Agreement shall become effective from the date of signing and shall remain valid until the Project work is completed. If both parties reach an agreement to renew this Agreement, this Agreement shall be renewed further based on mutual terms and conditions. This Agreement shall stand terminated in the event the aforementioned SOW is cancelled and/or the principal Mutuality and Non-disclosure Agreement and all other agreements executed with APPINESS INTERACTIVE PVT. LTD. is terminated. Notwithstanding the above, the confidentiality obligations set forth herein shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination.

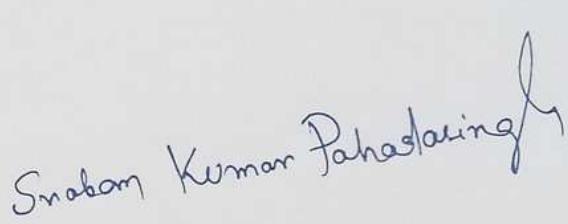
**17. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

I acknowledge and declare: I have read and completely understand this Undertaking and agree to follow the above mentioned, and sign this Undertaking at my will

Date: 21 May, 2020

Place: Bangalore



Signature