

## ACROTREND SOLUTIONS LIMITED

### EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS, DATA PROTECTION AND NON-DISCLOSURE AGREEMENT

In consideration of, my employment or continued employment by **Acrotrend Solution Limited** (the "**Company**"), the compensation received earlier, now and hereafter to be paid to me, the intellectual input received by me from the Company and other good and adequate consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby agree as follows:

#### 1. NONDISCLOSURE.

**1.1 Recognition of Company's Rights.** I recognize that any and all information that may be provided or disclosed to me by the Company or during the course of employment with the Company when located at any client site or while working for any client onsite or from offshore, constitutes the valuable and proprietary intellectual property and confidential information, belonging to the Company or to Company's client and that I shall have no right, title or interest in such information, except to the extent specified in this Agreement.

**1.2 Nondisclosure.** At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I have been informed and acknowledge that all Proprietary Information, trade secrets, Inventions, etc is provided to me in trust for the purpose of use by me on behalf of the Company. Accordingly, any violation of the terms of this Agreement by me in relation to such Proprietary Information or the unauthorized taking of the

Company's trade secrets shall be considered as a breach of trust by me and may subject me to any action whether under civil law, tort law, criminal law or otherwise.

**1.3 Proprietary Information.** The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Customers. By way of illustration but not limitation, "**Proprietary Information**" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other employees of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

**1.4 Third Party Information.** I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party

Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

**Third Party Information** includes Personal Data as per the Data Protection Legislation.

**Data Protection Legislation:** means all Applicable Laws governing privacy rights or data protection which are applicable to the processing of Personal Data under or in connection with this Agreement including without limitation the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011;

**1.5 No Improper Use of Information of Prior Employers and Others.** I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

**1.6 Court Mandated Disclosure.** In the event I am required, at any time, to disclose Proprietary Information or Third Party Information or any such information which may be construed as being confidential or proprietary information to the Company, pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, I shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate notice to the Company of any such requirement for disclosure so as to allow the Company a reasonable

opportunity to limit such disclosure. In any event, in making such disclosure I shall only disclose such information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

**1.7 Agreements with Third Parties.** I acknowledge that the Company may from time to time have agreements with third parties which impose obligations or restrictions on the Company regarding Inventions made during the course of work under such agreements. I agree to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company there under.

**1.8 Termination Certificate.** On termination of my employment, I will promptly deliver all Proprietary Information, Inventions and Third Party Information that are in my possession to the Company and agree to sign the "Termination Certificate". Further, in the Termination Certificate, I will disclose the Inventions that I may have contributed to during the course of my employment and will affirm the ownership of the same by the Company. It is clarified that such list is by way of illustration only and will not limit the rights of the Company to other Inventions that may not be disclosed by me in the Termination Certificate.

**1.9 Data Protection.** I will process the Personal Data only on behalf of the Company or the Client, only for the purposes of performing my obligations under the agreement with the Client or the Company, and only in accordance with instructions contained in the agreement or instructions received in writing from the Client from time to time. I will immediately notify the Company if, in my opinion, any instruction given by the Client breaches Data Protection Legislation or other Applicable Law;

I will not otherwise modify, amend or alter the contents of the Personal Data or publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself), without Client's prior written consent.

I will hold the Personal Data Processed on behalf of Client in such a manner that is capable of being distinguished from other data or information Processed by it;

## **2. ASSIGNMENT OF INVENTIONS.**

**2.1 Proprietary Rights.** The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights or "moral rights" throughout the world. "**Moral rights**" Refers to any rights to claim authorship of an Invention or to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "*moral right*."

**2.2 Prior Inventions.** Inventions, if any, patented or unpatented, registered or unregistered, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in **Exhibit 1** but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention that is owned by me into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

**2.3 Assignment of Inventions.** Subject to Sections 2.4, and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company or its assignee, without further consideration, the worldwide, perpetual all my right, title and interest, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. The assignment as above shall not lapse if the Company has not exercised its rights under the assignment for a period of one year. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions**."

**2.4 Waiver of Moral Rights.** To the extent moral rights cannot be assigned by me, I hereby waive and agree not to assert such rights against Company or its assigns or its or their licensees. If any of rights to the works be assigned to Company, or waived by me, then I hereby, unconditionally and irrevocably grant to the Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed rights. The assignment as above shall not lapse if the Company has not exercised its rights under the assignment for a period of one year.

**2.5 Obligation to Keep Company Informed.** During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment.

I hereby recognize that all such Inventions developed during the course of my employment with the Company shall be proprietary to the Company and the Company shall have all right, title and interest to such Inventions. .

**2.6 Government or Third Party.** I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

**2.7 Works for Hire.** I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire." In the event that any Inventions or work outputs resultant and arising from and during the course of my employment with the Company is construed as "works made for hire" or as commissioned work, I hereby acknowledge that all such Inventions or work outputs have been made by me as an employee of the Company for adequate consideration and the Company shall have all right, title and interest over such Inventions and work outputs.

**2.8 Enforcement of Proprietary Rights.** I will assist the Company in every proper way to obtain, and from time to time enforce, Indian and foreign Proprietary 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 Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, 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 in 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 Proprietary Rights assigned hereunder to the Company.

**3. RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

**4. DUTY OF LOYALTY DURING EMPLOYMENT.** I understand that my employment with the Company requires my full attention and effort. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, engage in any employment or business activity other than for the Company, including but not limited to employment or business activity which is competitive with, or would otherwise conflict with, my employment by the Company.

**5. NO SOLICITATION OF EMPLOYEES, CONSULTANTS, CONTRACTORS OR CUSTOMERS.** I agree that for the period of my employment by the Company and for three (3) years after the date my employment by the Company ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company, I will not, either directly or through others, (i) solicit or attempt to solicit any employee, independent contractor or consultant of the Company to become an employee, consultant or independent contractor to or for any other person or entity, and (ii) solicit any customers of the Company with whom I had contact or whose identity I learned as a result of my employment with the Company. The parties agree that for purposes of this Agreement, a customer is any person or entity to which the Company has provided goods or services



at any time during the period commencing six (6) months prior to my employment with the Company and ending on the date my employment with the Company ends.

**6. NON-COMPETE PROVISION.** I agree that for the period of my employment with the Company, and for the period of six (6) months after the later of (i) the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company on account of my violation of any of the rules, regulations and policies of the Company or my failure to achieve the performance criteria of the Company, or (ii) the date a court of competent jurisdiction enters an order enforcing this provision, I will not directly or indirectly engage in, as an employee, associate, consultant, proprietor, partner, director or otherwise, or have any ownership interest in, or participate in any business, (where such work or business involves the development or use of similar or identical intellectual property or know-how/trade secrets as that of the Company) or (where such work or business is likely to result in the violation of my obligations contained herein and my obligations set forth in the Employee Proprietary Information, Inventions, and Non-Competition Agreement) within India or the United States of America. I acknowledge and agree that that every effort has been made to limit the restrictions placed upon me under this Agreement to those that are reasonable and necessary to protect the Company's legitimate interests.

**7. NO CONFLICTING AGREEMENT OR OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement or obligation of any kind made prior to my employment by the Company, including agreements or obligations I may have with prior employers or entities for which I have provided services. I have not entered into, and I agree I will not enter into, any agreement or obligation either written or oral in conflict herewith.

**8. RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary

Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

**9. LEGAL AND EQUITABLE REMEDIES.** I recognize that in the course of employment with the Company, I will have access to Proprietary Information, to Third Party Information, and to employees, consultants, contractors, clients, and customers of the Company. I understand that because of this the Company may sustain irreparable injury if I violate this Agreement. In order to limit or prevent such irreparable injury, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**10. NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in the signature blocks below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

**11. NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employment of the Company, I authorize the Company to provide notice of my rights and obligations under this Agreement to my subsequent employer and to any other entity or person to whom I provide services.

**12. GENERAL PROVISIONS.**

**12.1 Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of India. I hereby expressly consent to the non exclusive jurisdiction of the courts in India in any lawsuit filed there against me by Company arising from or related to this Agreement.

**12.2 Arbitration.** Except as provided herein, all disputes in relation to this Agreement shall be settled through arbitration to be conducted in Mumbai in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator to be jointly appointed by the Company and me. In the event the parties cannot agree upon a single arbitrator, the arbitration shall be conducted by three arbitrators, one each to be appointed by me and the Company respectively and the third to be appointed by the aforesaid two arbitrators. The arbitration proceedings shall be conducted in English.

**12.3 Severability.** In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, 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, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

**12.4 Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

**12.5 Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

**12.6 Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**12.7 Entire Agreement.** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or discussions between us on this subject matter. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

**13. Non-disclosure and confidentiality obligation**

I hereby acknowledge and accept that, in order to perform all activities specified in the employment contract signed by me, I am required to collect and/or process personal data relating to clients, suppliers, other employees or staff members. I am informed that data is considered “personal” whenever it allows for the direct or indirect identification of a natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Furthermore, I agree to ensure in accordance with the instructions received by the employer, that personal data –

- is processed only if and only to the extent required by the lawful purposes of processing (“**data minimization**”), including only by those employees and colleagues whose action is required and who have been duly instructed by the employer;

- always accurate and, where necessary, kept up to date;

- kept in a form which permits identification of data subjects for no longer than is necessary for

the purposes for which the personal data are processed;

-processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful access or processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures (“**integrity and confidentiality**”).

I hereby commit to observe strictest confidentiality with respect to the personal data I shall collect, process, or access to in the framework of my activities for the employer, and refrain from disclosing them to any other natural or legal person, including co-workers and other staff, not expressly authorized to access it by instructions of the employer, contract or law. This non-disclosure and confidentiality obligation shall stay unaffected without limitation in time, even in case my employment should terminate.

I am aware that any infringement against this obligation or against applicable law may result in serious fines pursuant to art. 83 GDPR or other applicable European or national legislation and potentially cause damage to natural or legal persons, including the employer. I therefore commit to hold the employer harmless from any whatsoever claim exerted by third parties or fine imposed against the employer due to my culpable infringement of this non-disclosure and confidentiality obligation or statutory law.

14. This Agreement shall be effective as of the first day of my employment with the Company, namely:

\_\_\_\_\_, \_\_\_\_\_.

**I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, WITHOUT DURESS OR RESERVATION OF ANY KIND.**

Dated: 23/06/2021



(Signature)

SIVA KUMAR NAKSHATRALA

(Name)

H.No 2-3-9, Diamond valley colony, Bandlaguda Jagir, Hyderabad 500086

(Address)

**ACCEPTED AND AGREED TO:**

**ACROTREND SOLUTIONS LIMITED**

By: Sachin Kaluskar

Partner Engagement Manager

**EXHIBIT 1**  
**PREVIOUS INVENTIONS**

**TO:** **ACROTREND SOLUTIONS LIMITED**

**FROM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SUBJECT: Previous Inventions**

Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by **ACROTREND SOLUTIONS LIMITED** (the "**Company**") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements.

☐ See below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional sheets attached.

1. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

The above facts and information is true and correct to the best of my knowledge and belief.

Yours faithfully

Signature



Employee Name **SIVA KUMAR NAKSHATRALA**

Date **23/06/2021**



