

PERSONNEL INVENTION ASSIGNMENT & CONFIDENTIALITY AGREEMENT

Scope - This document shall be known as Persistent Systems Ltd.'s and its group company ("Persistent") INVENTION ASSIGNMENT & CONFIDENTIALITY UNDERTAKING ("Undertaking"). It shall be applicable to the Resource /Consultant/ Vendor/ Subcontractor/ Trainee/ Associate (as named and designated below) engaged to work with Persistent in all the establishments of Persistent viz., all the Offices, Export Units and the affiliates of Persistent (collectively called the Company).

In partial consideration and as a condition of engagement with the Company, the Personnel *inter-alia* agrees to terms and conditions as hereinafter appearing:

Signature: _____

1. Non-competition.

I agree to, during my engagement with the Company, perform for the Company such duties as the Company may designate from time to time and will devote my full time and best efforts to the business of the Company and will not, without the prior written approval of the Company (a) engage in any other professional engagement or consulting, or (b) directly or indirectly participate in or assist any business with a current supplier or customer of the Company who has been introduced to the Vendor through Company or to whom the Vendor has provided Services through the Company.

2. Non-solicitation.

During the term of my engagement with the Company, and for one year thereafter, I shall not directly or indirectly, without the prior written consent of the Company, solicit, recruit, encourage or induce any Employees, directors, consultants, contractors or subcontractors of the Company to leave the engagement of the Company, either on my own behalf or on behalf of any other person or entity.

3. Confidentiality obligation.

I will hold all Company Confidential Information in confidence and will not disclose, use, copy, publish, summarize or remove from the premises of the Company any Confidential Information either consciously or unconsciously, except (a) as necessary to carry out my assigned responsibilities, and (b) after termination of my engagement, only as specifically authorized in writing by the Company. **"Confidential Information"** is all information related to any aspect of the business of the Company which is either information not known by actual or potential competitors of the Company or is proprietary information of the Company, whether of a technical nature or otherwise. Confidential Information includes inventions, disclosures, processes, systems, methods, formulae, devices, patents, patent applications, trademarks, intellectual properties, instruments, materials, products, patterns, compilations, programs, techniques, sequences, designs, research or development activities and plans, specifications, computer programs, source codes, works of authorship, costs of production, prices or other financial data, volume of sales, promotional methods, marketing plans, lists of names or classes of customers or personnel, lists of suppliers, business plans, business opportunities or financial statements. I agree not to make use of the Confidential Information as the springboard which may be detrimental to the interest of the Company.

4. Information of Others.

I will safeguard and keep confidential the proprietary information of customers, vendors, consultants, shareholders and other parties with which the Company does business, to the same extent as if it were Company Confidential Information. I will not, during my engagement with the Company or otherwise, use or disclose to the Company any confidential, trade secret, or other proprietary information or material of any previous employer or other person and will not bring into the Company's premises any unpublished document or any other property belonging to any of my former employer or any other person or entity without the written consent of that former employer. I represent that I have obtained adequate rights for the Company in respect of any material, information shared by me.

5. Company Property.

All works, programs, papers, records, data, e-mail address book including contact details, notes, drawings, files, documents, samples, devices, products, equipment, and other materials, including copies in whatever form and translations into any other language and intellectual property, relating to the business of the Company that I will possess or create during the term of my engagement, whether or not confidential, are and shall remain the sole and exclusive property of the Company. In the event of the termination of my engagement, I will promptly deliver all such material to the Company and will complete and deliver to the Company the "Exit Clearance Form" as required.

6. Ownership of Inventions and works of Authorship.

All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, developments, processes, techniques, improvements and related know-how which result from work performed by me, alone or with others, on behalf of the Company or from access to the Company Confidential Information or property or which I may otherwise create in the performance of my services at any time during my engagement with the Company whether or not patentable or copyrightable and all translation rights related thereto (collectively **"Inventions and Works"**) shall be the property of the Company and, to the greatest extent permitted by law, shall be "works made for hire." I hereby irrevocably assign and agree to assign to the Company or its designee, without further consideration, my entire right, title, and interest in and to all Inventions and Works, including all rights to obtain, register, perfect, and enforce patents, copyrights and other intellectual property protection for Inventions and Works. I will disclose promptly and in writing to the individual designated by the Company or to my immediate supervisor all Inventions and Works which I have made, authored or reduced to practice. During my engagement and for one year after, I will assist the Company (at its expense) to obtain and enforce patents, copyrights and other forms of intellectual property protection on Inventions and Works.

I acknowledge and agree that the assignment set forth herein is worldwide and perpetual, and that I will have no rights to reversion of the Inventions and Works, even if the Company does not exploit them.

I hereby permanently waive all paternity, integrity, special, moral or similar rights, if any, that vest or may vest in me as of the date any Inventions and Works are created by me. I further acknowledge and agree that through the complete and permanent waiver contained herein my legal heirs do not retain any paternity, integrity, moral, special or similar rights in and to any Inventions and Works created by me. I hereby agree, at the request and expense of the Company, to provide any assistance as may be necessary to confirm my waiver of any paternity, integrity, special, moral or similar rights associated with the Inventions and Works that may vest in me.

Signature: _____

7. Agreements with Government Authorities and Other Third Parties.

I acknowledge that the Company from time to time may have agreements with other persons or with certain Government authorities or agencies and other third parties which impose obligations or restrictions on the Company regarding Inventions and Works made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations or restrictions and to take all action necessary to discharge the obligations of the Company thereunder.

8. No Employment Agreement.

I agree that nothing herein shall constitute an agreement of the Company to employ me for any specific period of time. Rather, my engagement with the Company is subject to the agreement entered into or to be entered into with the Company.

9. Compliance and Ethical Dealings.

I shall at all times comply with the applicable laws. I shall not demand, receive, offer, or give directly or indirectly, any gifts, donations, remuneration, hospitality, payments, favours, and comparable benefits which are likely to obtain business (or uncompetitive) favours from anyone including Government entities or influence any business decisions or outcome. I shall ensure ethical dealings in the course of engagement, while conducting Company business and while representing the Company, in compliance with applicable law and Company policies made in this regard. I agree to be vigilant of any such unethical activities and report them using the established procedures of the Company. I understand that the Company has a low-threshold of tolerance for unethical dealings. Any such unethical dealings may be subject to most severe penalties and termination of my engagement.

10. Miscellaneous.

10.1 Governing Law. This terms stated under this Undertaking shall be governed by and construed in accordance with the laws of India.

10.2 Indemnification. I agree to indemnify the Company and keep the Company indemnified against all losses, damages (including reasonable attorney fees) incurred by Company due to any breach by me of the terms of this Undertaking.

10.3 Enforcement. If any provision of this Undertaking shall be determined to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Undertaking shall be deemed valid and enforceable to the full extent possible.

10.4 Injunctive Relief; Consent to Jurisdiction. I acknowledge and agree that damages will not be an adequate remedy in the event of a breach of any of his obligations under this Undertaking. I therefore agree that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction or other measures from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Undertaking. I hereby submit myself to the jurisdiction and venue of the Courts in India for purposes of any such action.

10.5 Arbitration. I further agrees that the Company, at its option, may elect to submit any dispute or controversy arising out of or related to this Undertaking for final settlement by Arbitration conducted in Pune in accordance with the Arbitration and Conciliation Act, 1996 and judgment upon the award rendered by the arbitrators shall be specifically enforceable and may be enforced in any court having jurisdiction thereof.

10.6 Attorneys' Fees. If either party seeks to enforce its rights under this Undertaking by legal proceedings or otherwise, the non-prevailing party shall pay all costs and expenses of the prevailing party.

10.7 Waiver. The waiver by the Company of a breach of any provision of this Undertaking shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof.

10.8 Binding Effect. This Undertaking shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives, and assigns, as the case may be, of the parties.

10.9 Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Undertaking.

10.10Entire Undertaking. This Undertaking contains the entire understanding between the Company and me concerning the subject matter hereof and is in addition to any and all prior and contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written, respecting that subject matter.

Signature: _____

Declaration

I have read and noted the contents of this Invention Assignment & Confidentiality Undertaking and hereby agree to abide by the same.

PERSONNEL

Full Name (In block letters): _____

Designation: _____

Permanent Address: _____

Joining Location: _____

Date of Joining

Signature _____

