

NON-DISCLOSURE AGREEMENT

During the course of your employment with VAMANI OVERSEAS PVT. LTD. (the "Employer"), you will be exposed to and work with information and materials that are proprietary and/or highly confidential to the Employer. Because the Employer and its clients are engaged in businesses that are highly competitive, the protection of this information is vital to the Employer and the Employer's client relationships and future success. In accepting this employment with Employer, you agree not to disclose or use any Confidential Information (as defined below), even if your employment with Employer ends, for whatever reason. This information is to be used solely to perform your duties at Employer and cannot be used for your personal benefit or for the benefit of any third Parties.

Confidential Information includes: all materials designed, created or developed by you, given to you or to which you had access in connection with your employment with the Employer which include trade secrets, data, statistics, tables, reports, charts, electronic data processing materials, questionnaires, test products, findings, marketing and advertising plans, areas of research development, project work, testing and evaluation procedures, cost figures, or any special concept, technique or other information about the Employer, its employees, affiliates, or Clients.

The Confidential Information of the Employer and its clients, whether or not you designed, created or developed the information, in whole or in part, remains the property of the Employer and/or its clients. You acknowledge that the Employer shall hold all rights, title and interest in copyrightable materials and other ideas and concepts that you conceive or first produce for the Employer and/or its clients. You further acknowledge that these works are works made for hire exclusively for the Employer and/or its clients under all applicable laws. If any such works are not considered a work for hire under applicable laws, by signing below, you assign to the Employer all rights, title and interest in the work created or developed by you while at the Employer and agree to execute any documents required to transfer ownership, rights and/or title.

You should exercise the highest degree of care in protecting the Employer's and/or the client's Confidential Information against loss, theft or inadvertent disclosure. To that end, you agree to avoid any discussions with anyone other than the Employer or client employees any aspect of the Employer's business or the business of its clients. You further agree not to disclose in conversations or communications with vendors, suppliers and other outsiders who serve the Employer or its Clients any Confidential Information.

There may be instances where you are asked to disclose Confidential Information pursuant to a court order. If that occurs, you must immediately notify the Employer of the request so that the Employer and/or its clients have an opportunity to assert their rights to object to the disclosure. Upon any termination of your employment with the Employer, for any reason, you shall return to the Employer all Confidential Information (whether in electronic form or hard copy) and you shall not retain any copies or reproductions of the foregoing. Return of such documents shall in no way relieve you of any related confidentiality obligations.

By signing below you acknowledge that you have read and understood this Agreement. By signing below, you acknowledge that any breach of your obligations under this Agreement could result in your immediate termination.

This Agreement may not be waived, altered or amended, in whole or in part, except by a writing signed by a duly authorized representative of the Employer.