

CONFIDENTIALITY, INVENTIONS & INTELLECTUAL PROPERTY

In consideration of the employment with the Company, you agree to and will abide with the following:

- (a) You shall not without the Company's prior written permission, either directly or indirectly disclose to any person, firm, company or other body corporate for any purpose or use, or permit any person to examine or make copies of, any documents, materials or records that contain or are derived from any Confidential Information (as defined below) of the Company other than for the Company's business, both during and after your employment with the Company.
- (b) You will comply with, and do all things necessary to permit the Company to safeguard its Confidential Information (as defined below).

"Confidential Information" means any and all information, material, knowledge, data (verbal, electronic, written or any other form) provided by the Company to you or to which you have access owing to your relationship with the Company, including but not limited to

- (i) *Past and Present Customer, Supplier or intermediaries or their authorised agents with whom Company has or had dealings;*
- (ii) *Any Financial information whether processed from Software, ERP or manually;*
- (iii) *Intellectual Property information;*
- (iv) *Trade secrets;*
- (v) *proprietary information related to the current, future, and proposed products and services of the Company including, without limitation, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, knowhow, processes, apparatuses, equipment, any research, experimental work, development, design details and specifications, engineering, financials, pricing information, procurement requirements, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and any such information you have access to regarding third parties;*
- (vi) *information relating to salary structures, perquisites and/or other terms and conditions of employment; and*
- (vii) *such other information which by its nature or the circumstances of its disclosure is confidential.*



Signature of signing Authority

Acceptance signature of recipient

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(c) You acknowledge and agree that all Developments and Employee Intellectual Property (as defined below) are and shall be the sole property of the Company.

(d) You further acknowledge and agree that these General Terms & Conditions of Service shall operate as a perpetual, written assignment in favour of the Company of any right, title or interest that you may have in respect of the Employee Intellectual Property and/or Developments. The Company shall have the perpetual and exclusive right to use, exploit or deal with the Employee Intellectual Property and Developments in its sole discretion.

"Employee Intellectual Property" shall mean any Intellectual Property (as defined below) obtained by you individually or on behalf of the Company in relation to the work carried on, discovered, invented, designed and/or authored by you during his term of office as an employee of the Company.

"Intellectual Property" means

(i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in part, revisions, extensions and re-examinations thereof;

Nothing contained above shall prevent you from sharing information with another employee of the Company as may be genuinely required for the due performance of your or such other employees' duties.

Indemnification:

In the event of discovery of violation or breach of terms contained in this document, each present, past employee whether on direct payroll or third party payroll or under contract directly or through consultants, found responsible for such breach, agrees to pay liquidated damages in the amount higher of Rs 100,000 or actual loss impact on company or of its stakeholders, for any violation of the company policy on confidentiality as contained in this agreement.

Other General Conditions:

- You are not engaged in any business, trade, profession, vocation, employment or providing any service.
- You are not employed by any firm, company or person, directly or indirectly, for profits or otherwise.



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- c) You will not without the Company's previous written permission carry on any business, trade, profession or vocation or utilize any part of your time in any capacity to provide services of or be employed by any other firm, company or person, directly or indirectly and for gainful purpose or otherwise, unless otherwise approved by the Company in writing. You will devote your whole time and attention to perform your duties and the key result areas assigned to you and in order to promote the interests of the Company.
- d) You will not disclose or discuss your compensation package with any other employee, vendor, customer or business associate of the Company. Any deviation from maintaining confidentiality on your part would be viewed seriously and could lead to disciplinary action.
- e) Without prejudice to the Company's other rights and remedies, the Company shall be entitled to deduct from your emoluments, the amount of any claims, if any, which the Company may have against you.
- f) You will not accept any commissions, benefits or gifts in connection with business activities of the Company without the written permission of the Company or as per the prescribed policies in this regard.
- g) Any differences or disputes arising in connection with your employment in the Company leading to litigation shall be decided by the Courts located in your place of posting, failing which the same will be decided by the Courts located in New Delhi where the registered office of the Company is located.
- h) You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all Company policies and procedures.



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