

INVENTION ASSIGNMENT, CONFIDENTIALITY, NON-COMPETITION AND NON-SOLICITATION

POLICIES

In consideration of my employment by Shri Ram Comsoft Pvt. Ltd. I hereby represent and agree (the "Policies") as follows:

1. Our client develops and markets application integration products and services and that may have access to or acquire information with respect to confidential Information (as defined below), including software processes and methods, development tools, scientific, technical and/or business innovations.
2. Disclosure of Innovations: Employee should disclose in writing to the company all inventions, improvements and other innovations of any kind that I may make. Conceive, develop reduce to practice, alone or jointly with others, during the term of my employment with the company, whether or not such inventions, improvements or other innovations are related to and grow out of my work for the company and whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection("innovations"). Examples of innovations shall include, but are not limited to discoveries, research, inventions, formulas, techniques, processes, how, marketing plans, new product plans, production processes, advertising, packaging, and marketing techniques and improvements to computer hardware or software.
3. Assignment of Ownership of Innovations: An employee should agree that all innovations will be the sole and exclusive property of the Company and I hereby assign all of my right, title or interest in the Innovations and in all related patents, copyright, trademarks, trade secrets, rights of priority and other proprietary rights to the company. At the Companies request and expense, during and after the period of my employment with the company, will assist and cooperate with the company in all respects and will execute document, and Subject to my reasonable availability, give testimony and take further acts requested by the company to obtain, maintain, perfect and enforce for the company patent, copyright, trademark, trade secret and other legal protection for the Innovations. I hereby appoint the president of the company as my attorney-in-fact to execute documents on my behalf for this purpose. I have attached hereto as Schedule a list of Innovations as of the date hereof which belong to me and which are not assigned to the company hereunder (the "prior Innovations"), or of no such list is attached, I represent that there are no Prior Innovations.
4. Protection Confidential Information of the Company: An employee should understand that working in the company creates a relationship of trust and confidence between him/her and the company. During and after the period of his/her employment with the company, he/she will not use or disclose or allow anyone else to use or disclose any "Confidential Information" (as defined below) relating to the company, its products, services, suppliers or customers except as may be necessary in the performance of my work for the company or as may be specifically authorized in advance by appropriate officers of the company. "Confidential Information" shall include, but not be limited to information consisting of research and development patents, trademarks and copyright and applications thereto, technical information, computer programs, software methodologies Innovations, software tools, know how knowledge designs drawings, specifications, concepts, data, reports, processes, techniques information, documentation, pricing, marketing plans, customer and prospect list, trade secrets, financial information, salaries, business affairs, suppliers, profits, markets, sales strategies, forecasts employee information and any other information not available to general public, whether written or oral which I know or have reason to know the company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. He/she will keep confidential information secret and will not allow any unauthorized use of the same, whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that had become known to the public generally through no fault or breach of mine or that the company

regularly gives to third parties without restriction on use or disclosure. Upon termination of my work with the company, He/she will promptly deliver to the company all documents and materials of any nature pertaining to my work with the company and will not take with me any documents or materials or copies thereof containing any confidential information.

5. **Non-Competition:** An employee should understand that the company develops and markets application interaction, products and services. He/she should agree that during the period of my employment and for a period of (12) months thereafter, I will not directly or indirectly: (i) market or sell products or perform services such as are offered or conducted by the company, its affiliates and subsidiaries during the period of my employment, to any customer or client of the company; (ii) engage in, manage, operate, be connected with or acquire any interest in, as an advisor, agent, owner, partner, co-venture, principal director, shareholder, tender or otherwise, any business competitive with the company, its affiliates or subsidiaries, particularly with respect to service as conducted by the company during the period of my employment (a "Competitive Business") except that he/she may own, in the aggregate, not more than 1% of the outstanding shares of any publicly held corporation which is a competitive Business which has shares listed for trading on securities exchange registered with the securities and Exchange Commission or through the automatic quotation system of a registered securities association.
6. **Non-Solicitation.** An employee should understand that working as an employee of the company creates a relationship of trust and confidence between his/her and the company. During his/her employment and for a period of 2 years immediately following the end of my employment with the company, he/she will not request or otherwise attempt to induce or influence, directly or indirectly, any present customer of the company/client, distributor or supplier of the company/client, or other persons sharing a business relationship with the company/client to cancel, to limit or postpone their business with the company, or otherwise take action which might be to the material disadvantage of the company/client. **He/she should specifically undertake that during the said period of 2 years immediately following his/her employment with the company, he/she will not solicit, directly, indirectly or in any other manner, any business from the customers/clients of the company, either for himself/herself or any organization or individual that he/she is associated with in any capacity whatsoever.** During end for period of 2 years after the period of my employment with the company, he/she will not hire or solicit for employment, directly or indirectly or induce or influence any employee, agent, officer, director, contractor, consultant or other business associate of the company to terminate his or her employment or discontinue such person's consultant, contractor or other business association with the company.
7. **Scope of Non-Competition and Non-Solicitation Provisions.** An employee should agree that due to the nature of the company's/client's business, and that of its affiliates and subsidiaries, the duration and geographic scope of the non-competition and non-solicitation provisions set forth above are reasonable. In the event that any court determines that the duration or the geographic scope, or both, are unreasonable and that either of such provisions are to that extent unenforceable, employee should agree that such provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable. An employee should intend that the non-competition and non-solicitation provisions herein shall be deemed to be a series of separate covenants, one for each and every country for each and every state of the India and each and every political subdivision of each and every country outside India where this provision is intended to be effective. He/she should agree that damages are an inadequate remedy for any breach of such provisions and that the company, its affiliates and subsidiaries, shall, whether or not they are pursuing any potential remedies at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without bond or other security upon any actual or threatened breach of either or these provisions. If he/she violate either of Section 5 or section 6 herein the duration of such section automatically shall be extended against him/her for a period equal to the period during which he/she shall have been in violation of such section. The

covenants contained in the non-competition and non-solicitation provisions set forth above are deemed to be material and the company is entering into this Agreement relying on such covenants.

8. Other Agreements: An employee represent that his/her performance of all terms of these policies and his/her duties as an employee of the company will not breach any invention assignment agreement, confidential information agreement, confidential information agreement, non-competition agreement, or other agreement with any present or former employer or other party. He/she should represent that he/she have not and will not bring with him/her to the company or use in the performance of his/her duties for the company any documents or material of present or former employer that are not generally available to the public.
9. Disclosure of this Agreement: An employee should hereby authorize the company to notify others, including but not limited to customers of the company and any of my future employers, of this terms of this agreement and his/her responsibilities hereunder.
10. Injunctive Relief: An employee should understand that in the event of a breach or threatened breach of this agreement by him/her, the company may suffer irreparable harm and monetary damages alone would not adequately compensate the company injunctive relief to enforce these policies.
11. Enforcement and Sever-ability: An employee should acknowledge that each of these Policies is separate and independent covenants. He/she should agree that if any court shall determine that any provision of the agreement between him/her and the company, it is unenforceable with respect to its term or scope such provision shall nonetheless be enforceable by any such court upon such modified term or scope as may be determined by such court to such be reasonable or enforceable. The remainder of this agreement shall not be affected by the unenforceability or court ordered modification of specific provision.
12. Successors and Assigns: An employee should understand that neither the agreement between employee and employer, nor any of his/her rights, powers, and duties obligations hereunder, may be assigned by him/her. This agreement shall be binding upon and inure to my benefit and to my heirs and legal representatives and the company and its successors. He/she further understand that the company may assign this agreement or any part hereof any successor of the company including without limitation any company or companies acquiring directly or indirectly all or substantially all of the assets of the company, whether by merger, consolidation, purchase, lease or otherwise.
13. Governing law: The laws of the state of Delhi in the country of India shall govern the interpretation, validity and performance of the terms of this agreement, regardless of the law that might be applied under principles of conflicts of law.
14. Superseding Agreement: An employee should understand and agree that the Agreement between employee and employer contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.
15. Termination:
 - (a) In probation period, the employer shall have the right to terminate this employment without providing any notice to the employee whereas employee has to serve the notice period of minimum 30 days once the resignation of employee is accepted by employer.
 - (b) In the event of any violation by employee of any of the terms of this employment or due to unsatisfactory performance employer may terminate employment without notice and with compensation to employee only to the date of such termination.
 - (c) This appointment is made on the basis of information provided by you in the application and also at the time of interview if it proves untrue: incorrect any time. The company reserves its right to take appropriate action including forthwith termination of your services.
 - (d) Notwithstanding the preceding clauses, the company shall have the right to terminate the employee's employment for "Cause" at will for purposes of this agreement. The company shall have 'Cause' to terminate the employee's employment at Will include but not limited to any of the following:-

- i. Conviction of a felony or willful gross misconduct that, in either case, results in material and demonstrable damage to the business or reputation of the company; or
- ii. Willful and continued failure to perform his duties.
- iii. Any material breach of this agreement by the employee.
- iv. Thefts, dishonest act(s), negligence, incompetence, insubordination.
- v. Failure to follow work rules and policies
- vi. Extreme absenteeism or tardiness.
- vii. Disloyalty.
- viii. Falsification of records.