

CONFIDENTIALITY AGREEMENT

THIS **CONFIDENTIALITY AGREEMENT** is made on __/__/____.

BETWEEN:

1. An employee/sub-contractor or such other entity having its permanent address; (Which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns).

AND

2. **Smart Software Testing Solutions India Pvt. Ltd.**, (hereinafter referred to as “the Disclosing Party”), a company registered under The Companies Act, 1956 and having its corporate office at B-25, Sector-01, Noida, U.P., India; (which expression shall, unless repugnant to the context thereof, mean and include its subsidiaries, group companies, successors and assigns etc.) and The Receiving Party and Disclosing Party may hereinafter be jointly referred to as “the Parties”.

WHEREAS:

1. The Parties hereto are desirous of entering into an employment/ contractual / business relationship and in this regard for the purposes of preliminary negotiations and to arrive at a possible employment/ contractual / business relationship, the Disclosing Party needs to exchange certain information, with the Receiving Party, which could be critical and peculiar to its employment/ business (hereinafter referred to as the “Purpose”).
2. The Parties are now desirous of entering into and being bound by the terms of this Agreement prior to disclosing to each other any Confidential Information.

IT IS HEREBY AGREED AS FOLLOWS:

1. CONFIDENTIALITY

1.1 The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public/outside at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality Agreement' in this regard, the terms of which shall form an inalienable part of this offer letter.

- 1.2 You undertake not to make copies or duplicates of any tangible Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards, diskettes, programs, photographs or such other proprietary information relating to the Company's business.

1.3 Using Client Name, logos, addresses or any other client references is prohibited for personal usage (personal documents, profiles, resumes etc.) or self-promotion as per the confidentiality agreements with our clients.

1.4 You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.

1.5 You agree and confirm that the terms and conditions of this Clause 1 shall survive the termination or discontinuation of your services with the Company.

2. NON-SOLICITATION

You shall not, during the term of your employment and for a period of thirty six (36) months immediately following any termination of such employment (regardless of whether such termination is voluntary or involuntary), directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (a) interfere with the SSTS's continuing relationships with its other employees, (b) disparage the SSTS's with such other employees, (c) attempt to induce such other employees to leave their employment with the SSTS's, (d) interfere with the SSTS's continuing relationships with its suppliers or customers, (e) disparage the SSTS with suppliers or customers, (f) sell, attempt to sell or solicit the sale of products competitive with those of the SSTS to the SSTS's customers, or (g) take any action to discourage or divert any suppliers or customers from doing business with the SSTS's.

3. NON-COMPETITION

(a) You agree that some restrictions on your activities during and after your employment are necessary to protect the goodwill and other legitimate interests of the Company. During your employment you agree not to undertake any planning for any outside business competitive with the Company. During the employment and for a period of one year after your employment terminates/expires (the "Restriction Period") with the Company, you undertake not to compete, directly or indirectly, with the Company in the Territory described below, whether as an employee, consultant, agent, partner, owner, investor, or otherwise. Specifically, but without limiting the foregoing, you agree not to engage in any manner in any activity that is directly or indirectly competitive or potentially competitive with the business of the Company as conducted or under consideration at any time during your employment. For purposes of this provision, the business of the Company shall include all Products offered by the Company in any manner or under development, and your undertaking shall encompass all items, products, and services that may be used in substitution for products. You acknowledge that the Company's business is global in scope and therefore that the "Territory" referred to above shall include the entire world.

(b) **Notification Requirement.** Until six months after the period set forth in sub clause (a) above, you undertake to notify the Company in writing of any change in your address and of each new job or other business activity in which you plan to engage, at least 30 days prior to beginning such job or activity. Such notice shall state the name and address of any new employer and the nature of your position/designation.

4. INTELLECTUAL PROPERTY RIGHTS

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed or discovered by you, either individually or jointly with others, during your employment ("Inventions") and such Inventions whether or not patent applications are filed thereon shall at all time belong absolutely to and be the sole and absolute property of the Company. You agree to treat

such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title and interest, including, but not limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products or deliverables developed by you during the performance of your services as an employee of the Company.

5. COMPANY'S REGULATIONS/POLICIES

You shall abide and be bound by the Company's regulations/policies, and the same shall form part of this letter of employment/agreement. The Company's regulations/policies may be changed/amended at any time at the discretion of the Company and the changed Company regulations/policies shall thereupon bind you. You will also carry out and abide by any instruction, policies, 'house rules' and 'office orders' issued by the Company from time to time.

6. REPRESENTATION

You represent and warrant that you are not bound by or subject to any court order, agreement, arrangement or undertaking (including but without limitation any non-competition or non-solicitation undertakings) or any other disability of any nature which may in any way restrict or prohibit you from entering into this letter of employment/agreement or from performing your duties and providing services under this contract of employment on the terms and condition contained herein.

7. SURVIVAL

The provisions of this letter of employment/agreement, which by their nature are intended to survive the termination or expiration of this letter of employment/agreement, including without limitation, the provisions of Clauses 1, 2, 3, 4, shall survive the termination of this letter of employment/agreement.

8. EXCLUSIVE EMPLOYMENT

8.1 During the Term of his employment with the Company, the Employee shall work exclusively for the Company and shall:

(i) not accept executive responsibility, or any directorship, partnership or similar position in any other company/entity; and

(ii) not indulge, carry on, participate and/or be involved in any business or activity either directly or indirectly, through any other entity; irrespective of whether the activity is in any manner, in competition

with the business, products or services marketed or provided by the Company; and (iii) not join employment with any of the Company's Clients or customer or any other entity.

8.2 The Employee shall not, during the Term of his employment and for a period of [three (3) years] thereafter, for any reason whatsoever, carry on or be interested/ concerned in or engage in, directly or indirectly, whether as an individual, shareholder, partner, joint venture partner, collaborator, consultant, advisor, contractor, director, committee member, officer, agent, trustee or in any other manner whatsoever, whether for profit or otherwise, by himself or through any other entities, in any other business which competes with the whole or any part of the business being carried on now or in the future by the Company.

9. NETWORK AND APPLICATION USAGE

9.1 The Company may provide to the Employee a network/application login identity and password to enable the Employee to access the data/information/applications stored on the Company's network. The Employee undertakes not to use the network/application login identity and password except for the purpose of performing his/ her duties and responsibilities as an Employee of the Company. The Employee shall not in any manner discuss or divulge the network/application login identity and password or any other information which the Employee gains from the Company's network, to any third person including any other employee of the Company.

9.2 The Employee shall not attempt to gain access to network/application login identity or password of any other employee of the Company.

9.3 In the event the confidentiality of the Employee's network/application login identity or password has been breached or compromised, the Employee shall immediately contact the Company's network department for being assigned a new network/application login identity and password.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

For Smart Software Testing Solutions India Pvt. Ltd.

For Employee

Name:

(Authorized Signatory)

Date:

Name:

Title:

Date: