

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3811289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAGANNATH MADANAHALLI RANGANATH RAO	04/01/2016
UPPALA VENKATESHAM	04/01/2016
JENSON GEORGE	11/30/2012
GEORGE FERNAND	07/31/2013
SIVANAGESWARA RAO DOPPALAPUDI	05/30/2013
G R MADHAVAN	04/01/2016
NAGARAJAN ARUMUGAM	11/25/2010
MOHAMMED ANSARI	08/06/2010
K. MURUGAVEL	02/01/2008
JIDUGU PRADEEP	05/02/2012
SULTHAN ALLAVUDDEEN	04/28/2008
K. VIJAYARAMALINGAM	04/08/2011
HAMPELINGAIAH SHIVA PRASAD	05/07/2007
RECEIVING PARTY DATA	
Name:	CONNEXIOS LIFE SCIENCES PVT. LTD.
Street Address:	NO. 49, SHILPA VIDYA, FIRST MAIN ROAD, J P NAGAR 3RD PHASE
City:	BANGALORE
State/Country:	INDIA
Postal Code:	560078
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14367614
CORRESPONDENCE DATA	
Fax Number:	(703)518-5499
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7036841111
Email:	india@ipfirm.com
Correspondent Name:	HAUPTMAN HAM, LLP
Address Line 1:	2318 MILL ROAD

PATENT

Address Line 2: SUITE 1400
Address Line 4: ALEXANDRIA, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: I5814-002

NAME OF SUBMITTER: SEAN A. PASSINO, REG. NO. 45943

SIGNATURE: /Sean Allen Passino, reg. no. 45943/

DATE SIGNED: 04/01/2016

Total Attachments: 66

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ASSIGNMENT

In consideration of the premises and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

- 1) Jagannath Madanahalli Ranganath RAO
- 2) Uppala VENKATESHAM
- 3) Jenson GEORGE
- 4) George FERNAND
- 5) Sivanageswara Rao DOPPALAPUDI
- 6) G R MADHAVAN
- 7) Nagarajan ARUMUGAM
- 8) Mohammed ANSARI
- 9) K MURUGAVEL
- 10) Jidugu PRADEEP
- 11) Sulthan ALLAVUDDEEN
- 12) K VIJAYARAMALINGAM
- 13) Hampelingalah Shiva PRASAD
- 14) Augustine Michael RAJ
- 15) S GNANAVEL
- 16) Ramamoorthy KOTTAMALAI
- 17) Naresh M P S BABU
- 18) Bommegowda Yadaganahalli KENCHEGOWDA

who has made a certain new and useful invention, hereby sells, assigns and transfers unto

CONNEXIOS LIFE SCIENCES PVT. LTD. having a place of business at No. 49, Shilpa Vidya, First Main Road, J.P. Nagar 3rd Phase, Bangalore, INDIA 560078

its successors and assigns (hereinafter designated "ASSIGNEE") the entire right, title and interest for the United States of America as defined in 35 U.S.C. 100 in the invention entitled

CYCLIC AMIDE DERIVATIVES AS INHIBITORS OF 11 - BETA - HYDROXYSTEROID DEHYDROGENASE AND USES THEREOF

(a) for which an application for United States Letters Patent was filed on December 21, 2012, and identified by United States Patent Application No. PCT/IN2012/000841

(b) for which an application for United States Letters Patent was executed on _____

and the undersigned hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all United States Letters Patent which may be granted therefore and any and all extensions, divisions, reissues, continuations, or continuations-in-part thereof, and the right to all benefits under the International Convention for the Protection of Industrial Property to the said ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representative; the undersigned agrees that the attorneys of record in said application shall hereafter act on behalf of said ASSIGNEE;

AND the undersigned hereby agrees to transfer a like interest, and to render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, upon request of the said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, in and to any improvements, and applications for patent based thereon, growing out of or related to the said invention; and to execute any papers by the said ASSIGNEE, its successors, assigns and legal representatives, deemed essential to ASSIGNEE's full protection and title in and to the invention hereby transferred.

SIGNED on the date indicated beside my signature:

1) Mr. R. Jagannath RAO
Name: Jagannath Madanahalli Ranganath RAO

Date: _____

2) [Signature]
Name: Uppala VENKATESHAM

Date: _____

3) _____
Name: Jenson GEORGE

Date: _____

4) _____
Name: George FERNAND

Date: _____

5) _____
Name: Sivanageswara Rao DOPPALAPUDI

Date: _____

6) [Signature]
Name: G R MADHAVAN

Date: _____

7) _____
Name: Nagarajan ARUMUGAM

Date: _____

8) _____
Name: Mohammed ANSARI

Date: _____

9) _____
Name: K MURUGAVEL

Date: _____

10) _____
Name: Jidugu PRADEEP

Date: _____

11) _____
Name: Sulthan ALLAYUDDEEN

Date: _____

12) _____
Name: K VIJAYABAMALINGAM

Date: _____

Docket No.: I4997-032

13) _____
Name: Hampelingsiah Shiva PRASAD

Date:

14) _____
Name: Augustine Michael RAJ

Date:

15) _____
Name: S GNANAVEL

Date:

16) _____
Name: Ramamorthy KOTTAMALAI

Date:

17) _____
Name: Naresh M P S BABU

Date:

18) _____
Name: Honnagowda Yadaganahalli KENCHEGOWDA

Date:

ASSIGNMENT DEED

THIS Assignment Agreement is made and entered on the day of 30th day of November, 2012 ("Effective Date")

BY AND BETWEEN

Jenson George, residing at Thiruthanathil (H), Manjapra Post, Marygiri, Angamaly (via), Ernakulam (Dist), Kerala-683581, hereinafter called "the Assignor", which term shall mean and include his/her successors and legal representatives

And

Connexios Life Sciences Pvt. Ltd., having registered office at No. 49, Shilpa Vidya, First Main Road, J. P. Nagar - Phase 3, Bangalore - 560078 hereinafter called the "Assignee", which term shall mean and include its successors, administrators, executors and legal representatives.

Whereas the Assignor is the employee of the Assignee and has developed, generated or created intellectual property during the course of his employment with the Assignee and has agreed to assign such intellectual property to the Assignee under the terms and conditions of the contract of employment ("Employment Contract") entered on July 1, 2009 between the Assignor and the Assignee and the terms and conditions of this agreement.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

1.1. "Party" shall mean either Assignee or the Assignor and "Parties" shall mean both the Assignee and the Assignor.

1.2. "Intellectual Property" shall mean any invention, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of being protected or protected as patents, trade marks, copyrights, trade secrets or any other type of intellectual property, which is generated, created or developed by the Assignor during the course of employment with the Assignee including but not limited to the invention specifically provided in the Schedule to this agreement.

2. Assignment

2.1. In consideration of the salary paid to the Assignor under the Employment Agreement with the Assignee, the Assignor hereby assigns his/her right, title and interest in the Intellectual Property created, generated or developed by the Assignor during the term of Employment Contract to the Assignee in accordance with the terms and conditions of Employment Contract and this agreement.

2.2. The Assignor hereby agrees with the Assignee that his/her assignment to the Assignee includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or arising from any and all past and future infringement of any Intellectual Property rights including all rights to recover damages, profits and injunctive relief.

2.3. The Assignor hereby agrees with the Assignee that he/she will execute such further documents and give such co-operation and assistance at the expense of the Assignee as Assignee may require:

2.3.1. to secure the vesting in Assignee of all the rights in the Intellectual Property and in such parties to whom the Assignee may assign its rights in the Intellectual Property;

2.3.2. to defeat any challenge to the validity of and resolve any questions concerning the applications relating to the Intellectual Property; and

2.3.3. to apply for, prosecute and obtain protection of the Intellectual Property in India and any other country.

2.4. The Assignor hereby agrees with the Assignee that he/she shall, at the expense of the Assignee, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this agreement.

2.5. The Assignor shall not take any action or refrain from taking any action that may result in loss or invalidation of any Intellectual Property assigned under this agreement without prior written permission of the Assignee.

3. Confidentiality

3.1. The Assignor shall maintain confidentiality of all information relating to the Intellectual Property and shall not make any disclosure of such information before protection is acquired on the Intellectual Property and without prior written permission of the Assignee.

4. Warranty and Indemnity

4.1. The Assignor hereby represents and warrants as follows:

4.1.1 He/She has the legal capacity and unrestricted right to execute this Agreement and to perform all of its obligations;

4.1.2. The execution of this Agreement by him/her and the performance of its obligations will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which he/she is a party or by which he/she is or may be bound or subject; and

4.1.3. He/She has developed, created or generated the Intellectual Property independently or jointly and has the right to make this assignment.

4.2. The Assignor hereby agrees to defend, hold harmless, and indemnify the Assignee from and against any claim or suit arising from the failure of the Assignor to comply with its warranties and representations as well as its obligations under this agreement.

5. Term

5.1. This agreement shall come into force on the Effective Date and shall be valid until the expiry of the term of Employment Contract. Provided however that Clauses 2, 3 and 4 shall survive the termination of the agreement.

6. Governing Law and Dispute Resolution

6.1. This agreement shall be governed by and construed in accordance with the laws in force in India and the parties hereby submit to the exclusive jurisdiction of the Courts at Bangalore.

In Witness thereof, this agreement has been entered into on the Effective Date.

Signatures

Signature of the Assignor

Name: Jenson George



Date: 30-11-2012

On behalf of Assignee

M. R. Jagannath

Name: M. R. Jagannath

Designation: Chief Scientific Officer

Date: 30/11/2012

Witnesses

1. 
Name: Vinod K.

Address:

Date:

2. 

Name: Archana R.

Address:

Date:

SCHEDULE

Invention Details

INVENTION 1

Title: AGONIST OF GPR 40

Brief Description: The invention relates to compounds that have the ability to modulate the activity of GPR40 and are therefore useful in the treatment of GPR40 related disorders. In addition the invention relates to the compounds, methods for their preparation, pharmaceutical compositions containing the compounds and the uses of these compounds in the treatment of certain disorders related to GPR40 activity.

INVENTION 2

Title: PROCESS FOR THE PREPARATION OF AN ARYL OXIME AND SALTS THEREOF

Brief Description: The invention relates to a process for the preparation of 3-cyano-3-{4-[(4-[[[(2Z)-2-(methoxyimino)-2-phenylethyl]oxy]benzyl]oxy]phenyl]propanoic acid or salts thereof. In one form, the invention relates to the process for the preparation of (-)-3-cyano-3-{4-[(4-[[[(2Z)-2-(methoxyimino)-2-phenylethyl]oxy]benzyl]oxy]phenyl]propanoic acid and conversion of the (-)-enantiomer to the sodium salt, sodium 3-cyano-3-{4-[(4-[[[(2Z)-2-(methoxyimino)-2-phenylethyl]oxy]benzyl]oxy]phenyl]propanoate.

INVENTION 3

Title: DERIVATIVES OF AZA ADAMANTANES AND USES THEREOF

Brief Description: The invention relates to aza adamantane derivatives that have the ability to inhibit 11- β -hydroxysteroid dehydrogenase type 1 (11 β -HSD-1) and which are therefore useful

in the treatment of certain disorders that can be prevented or treated by inhibition of this enzyme. In addition the invention relates to the compounds, methods for their preparation, pharmaceutical compositions containing the compounds and the uses of these compounds in the treatment of certain disorders. It is expected that the compounds of the invention will find application in the treatment of conditions such as non-insulin dependent type 2 diabetes mellitus (NIDDM), insulin resistance, obesity, impaired fasting glucose, impaired glucose tolerance, lipid disorders such as dyslipidemia, hypertension and as well as other diseases and conditions.



This Post Employment Obligations Agreement (hereinafter called as the 'Agreement') is made and entered on this 31st day of July, 2013 (Effective Date)

BY AND BETWEEN

Connexios Life Sciences Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at # 49, Shilpa-Vidya, 1st Main Road, J.P.Nagar 3rd Phase, Bangalore-560078, (hereinafter called as the 'Company'), which term shall mean and include its agents, assignees and legal representatives.

AND

A. GEORGE FERNAND having place of residence at S/O S. ARUL DOSS, PERUVALAPPUR (PO), LALGUDI (TK), TRICHY (Dt), TAMILNADU, PIN: 621651 (hereinafter called as the 'Resigning Employee'), which term shall mean and include his/her legal representatives.

WHEREAS, the Company had employed the services of Resigning Employee as Scientist (Designation) of the Company for a period of five (5) years and who was bound by the terms and conditions of the Employment Agreement dated 03 NOV 2007 (Effective Date of the Employment Agreement) entered between the Company and the Resigning Employee and whose term of employment is ending on 31/07/2013 (date of termination of employment). AND THEREFORE both the parties wish to enter into this Agreement to set forth the terms and conditions of the post employment obligations of the Resigning Employee in addition to any post employment obligations provided in the Employment Agreement dated 01/08/2008 entered between the Company and the Resigning Employee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 'Party' shall mean the Company or the Resigning Employee based on the context and the 'Parties' shall mean both the Company and the Resigning Employee.

1.2 'Confidential Information' shall mean any information, including and not limited to chemical or biological materials, know how, data, techniques, formulas, algorithms, test data, research plans, presentations, documents, programs, methods, processes, client or customer information, business information, invention disclosures, models, which is disclosed by the Company to the Resigning Employee or comes to the knowledge of the Resigning Employee during his/her term of the employment with the Company.



Exclusions:

Confidential Information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Resigning Employee; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Resigning Employee, has been received from a source other than the Company.

1.3 'Intellectual Property' shall mean inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of Intellectual Property, which is generated by the Resigning Employee during the term of his employment with the Company.

2. Obligations of the Resigning Employee

Non-competition and Confidentiality

2.1 Resigning Employee acknowledges that his/her position with the Company was special, unique and intellectual in character and his/her position in the Company had placed him in a position of confidence and trust with the Employees and clients of the Company.

2.2 Resigning Employee agrees that during the term of employment and for a period of one (1) year thereafter, the Resigning Employee shall not directly or indirectly engage in or contribute his/her knowledge and abilities to any business or entity in competition with the Company;

2.2.1. Resigning Employee agrees that during the term of employment and for a period of three (3) years thereafter, the Resigning Employee shall not directly or indirectly

(i) employ or attempt to employ or assist anyone in employing any person who is an Employee of the Company or was an Employee of the Company during the one year period prior to the effective date of this Agreement; and

(ii) attempt in any manner to solicit from any client business of the type performed by the Company or persuade any client of the Company to cease doing business or reduce the amount of business that such client has customarily done with the Company.



2.3 Resigning Employee acknowledges that he had access to Confidential Information of the Company and its clients.

2.4 Resigning Employee agrees not to use in any manner or disclose any Confidential Information of the Company to any third party other than in connection with performing Resigning Employee's duties or obligations for the Company in accordance with this Agreement after receiving prior written authorization from the company.

Other Obligations

2.5 All records, files, lists, including computer generated lists, drawings, documents, equipment or any other Confidential Information relating to the Company's business which Resigning Employee had prepared or received from the Company shall remain the Company's sole and exclusive property.

2.6 Resigning Employee agrees to promptly return to the Company all Confidential Information and Intellectual Property or any other materials and property of the Company in his/her possession before the date of resignation and shall not retain any information of the Company with him/her.

2.7 Resigning Employee undertakes that he/she has not copied or causes to be copied, taken any printouts of any documents or other materials originating with or belonging to the Company. Resigning Employee additionally undertakes that he/she has not retained in his/her possession any such documents or other materials.

2.8 Resigning Employee agrees that he/she shall, at the request of the Company, render all assistance and perform all lawful acts that the Company considers necessary or advisable in connection with any Intellectual Property application, prosecution, or any litigation involving the Company or any director, officer, employee, shareholder, agent, representative, consultant, client or vendor of the Company without any fee, cost or any other consideration.

2.9 Resigning Employee agrees to be bound by all post-employment obligations provided in his/her Employment Agreement dated 01/08/2008 entered between the Resigning Employees and the Company.

2.10 Resigning Employee further agrees that in addition to be bound by the provisions relating to the Confidentiality and Intellectual Property under this Agreement, the provisions relating to Confidentiality, Intellectual Property and other specified provisions of his/her Employment Agreement dated 01/08/2008 entered between the Resigning Employees and the Company survive the termination of his/her employment with the Company.

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3. Intellectual Property

3.1 Any Intellectual Property generated by Resigning Employee, alone or with others, during the term of his/her employment with the Company and applicable to the business of the Company, shall become the sole and exclusive property of the Company.

3.2 Resigning Employee undertakes that he/she has disclosed all the information about any Intellectual Property generated by him or with others during the term of his employment with the Company to the Company.

3.3 Resigning Employee understands that the Company retains the right of naming a person as the inventor of any invention under the laws of the inventorship and that the Resigning Employee may only be named as the inventor of any invention made by the Resigning Employee or with others during the term of his employment with the Company at the discretion of the Company and that the Resigning Employee shall have no right to claim any inventorship in such a case.

3.4 Resigning Employee shall also (i) execute all documents requested by the Company for vesting in the Company the entire right, title and interest in and to the Intellectual Property; (ii) co-operate and execute all documents requested by the Company for acquiring the Intellectual Property generated during the term of his employment with the Company; and (iii) give the Company all assistance it may reasonably require, including the giving of testimony in any application, prosecution, suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto.

4. Representations and Warranties

4.1 Resigning Employee hereby represents and warrants to the Company as follows:

- (i) Resigning Employee has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of her obligations hereunder;
- (ii) the execution and delivery of this Agreement by Resigning Employee and the performance of his/her obligations hereunder shall not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Resigning Employee is a party or by which he is or may be bound or subject; and
- (iii) Resigning Employee is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any Confidential Information or the provision of any employment, consulting or other services.



5. Liability and Indemnity

5.1 The Resigning Employee shall be liable to indemnify and hold harmless the Company from and against any and all claims, demands, actions, liabilities, judgments, costs and expenses of whatever kind, whether based on infringement, contract, negligence, strict liability, or statutory liability, arising out of his/her obligations or activities during the term of his/her employment with the Company.

6. Arbitration

6.1 Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Resigning Employee's employment with the Company or termination thereof, shall be subject to arbitration in Bangalore as per the Arbitration and Conciliation Act, 1996.

6.2 The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Paragraph shall limit the right of the Company to enforce by court injunction or other equitable relief the Resigning Employee's obligations non-competition and confidentiality provisions of this Agreement.

7. Governing Law

7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws in force in India.

7.2 If any provision of this agreement is deemed invalid by a court due to any reason whatsoever, such provision shall be enforceable in accordance with the law as deemed valid by the court. Invalidity of any such provision shall not affect any other provision of the agreement in any manner and the agreement shall be deemed to be valid and enforceable in the light of its objectives.

8. Jurisdiction

8.1 The jurisdiction for any disputes arising under this agreement shall be the Courts of Bangalore.

9. Successors and Assigns

9.1 Neither this Agreement, nor any of Resigning Employee's duties or obligations hereunder, may be assigned by Resigning Employee.

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9.2 This Agreement shall be binding upon and inure to the benefit of Resigning Employee and her heirs and legal representatives and the Company and its successors.

10. Notices

10.1 All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this agreement. Addresses may be changed by notice in writing signed by the addressee.

11. Amendment

11.1 No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

12.1 This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Resigning Employee and the Company.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as on The Effective Date:

Connexios Life Sciences Pvt Ltd

Name: SURI VENKATACHALAM
Title: MANAGING DIRECTOR & CEO

Resigning Employee

Name: A. GEEGADE PERMANO
Title: SCIENTIST

Witnesses

1.
2.

[Signature]

[Signature]

PATENT

REEL: 038324 FRAME: 0910

This Post Employment Obligations Agreement (hereinafter called as the 'Agreement') is made and entered on this 30th day of MAY, 2013 (Effective Date)

BY AND BETWEEN

Connexios Life Sciences Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at # 49, Shilpa-Vidya, 1st Main Road, J.P.Nagar 3rd Phase, Bangalore-560078, (hereinafter called as the 'Company'), which term shall mean and include its agents, assignees and legal representatives.

AND

D.SIVANAGESWARARAO having place of residence at D.no-4,4th Cross,8th Main, JAYA NAGAR, 3rd block(E),BANGALORE-560011 (hereinafter called as the 'Resigning Employee'), which term shall mean and include his/her legal representatives.

WHEREAS, the Company had employed the services of Resigning Employee as Scientist (designation) of the Company for a period of three (3) years and who was bound by the terms and conditions of the Employment Agreement dated 5th April 2010 (Effective Date of the Employment Agreement) entered between the Company and the Resigning Employee and whose term of employment is ending on 30/07/2013 (date of termination of employment). AND THEREFORE both the parties wish to enter into this Agreement to set forth the terms and conditions of the post employment obligations of the Resigning Employee in addition to any post employment obligations provided in the Employment Agreement dated 05/04/2010 entered between the Company and the Resigning Employee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 'Party' shall mean the Company or the Resigning Employee based on the context and the 'Parties' shall mean both the Company and the Resigning Employee.

1.2 'Confidential Information' shall mean any information, including and not limited to chemical or biological materials, know how, data, techniques, formulas, algorithms, test data, research plans, presentations, documents, programs, methods, processes, client or customer information, business information, invention disclosures, models, which is disclosed by the Company to the Resigning Employee or comes to the knowledge of the Resigning Employee during his/her term of the employment with the Company.

[Signature]

PATENT

REEL: 038324 FRAME: 0912

Exclusions:

Confidential Information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Resigning Employee; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Resigning Employee, has been received from a source other than the Company.

1.3 'Intellectual Property' shall mean inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of Intellectual Property, which is generated by the Resigning Employee during the term of his employment with the Company.

2. Obligations of the Resigning Employee

Non-competition and Confidentiality

2.1 Resigning Employee acknowledges that his/her position with the Company was special, unique and intellectual in character and his/her position in the Company had placed him in a position of confidence and trust with the Employees and clients of the Company.

2.2 Resigning Employee agrees that during the term of employment and for a period of one (1) year thereafter, the Resigning Employee shall not directly or indirectly engage in or contribute his/her knowledge and abilities to any business or entity in competition with the Company;

2.2.1. Resigning Employee agrees that during the term of employment and for a period of three (3) years thereafter, the Resigning Employee shall not directly or indirectly

(i) employ or attempt to employ or assist anyone in employing any person who is an Employee of the Company or was an Employee of the Company during the one year period prior to the effective date of this Agreement; and

(ii) attempt in any manner to solicit from any client business of the type performed by the Company or persuade any client of the Company to cease doing business or reduce the amount of business that such client has customarily done with the Company.

2.3 Resigning Employee acknowledges that he had access to Confidential Information of the Company and its clients.

2.4 Resigning Employee agrees not to use in any manner or disclose any Confidential Information of the Company to any third party other than in connection with performing Resigning Employee's duties or obligations for the Company in accordance with this Agreement after receiving prior written authorization from the company.

Other Obligations

2.5 All records, files, lists, including computer generated lists, drawings, documents, equipment or any other Confidential Information relating to the Company's business which Resigning Employee had prepared or received from the Company shall remain the Company's sole and exclusive property.

2.6 Resigning Employee agrees to promptly return to the Company all Confidential Information and Intellectual Property or any other materials and property of the Company in his/her possession before the date of resignation and shall not retain any information of the Company with him/her.

2.7 Resigning Employee undertakes that he/she has not copied or causes to be copied, taken any printouts of any documents or other materials originating with or belonging to the Company. Resigning Employee additionally undertakes that he/she has not retained in his/her possession any such documents or other materials.

2.8 Resigning Employee agrees that he/she shall, at the request of the Company, render all assistance and perform all lawful acts that the Company considers necessary or advisable in connection with any Intellectual Property application, prosecution, or any litigation involving the Company or any director, officer, employee, shareholder, agent, representative, consultant, client or vendor of the Company without any fee, cost or any other consideration.

2.9 Resigning Employee agrees to be bound by all post-employment obligations provided in his/her Employment Agreement dated 05/04/2010 entered between the Resigning Employees and the Company.

2.10 Resigning Employee further agrees that in addition to be bound by the provisions relating to the Confidentiality and Intellectual Property under this Agreement, the provisions relating to Confidentiality, Intellectual Property and other specified provisions of his/her Employment Agreement dated 05/04/2010 entered between the Resigning Employees and the Company survive the termination of his/her employment with the Company.

3. Intellectual Property

D. J. J. J.

3.1 Any Intellectual Property generated by Resigning Employee, alone or with others, during the term of his/her employment with the Company and applicable to the business of the Company, shall become the sole and exclusive property of the Company.

3.2 Resigning Employee undertakes that he/she has disclosed all the information about any Intellectual Property generated by him or with others during the term of his employment with the Company to the Company.

3.3 Resigning Employee understands that the Company retains the right of naming a person as the inventor of any invention under the laws of the inventorship and that the Resigning Employee may only be named as the inventor of any invention made by the Resigning Employee or with others during the term of his employment with the Company at the discretion of the Company and that the Resigning Employee shall have no right to claim any inventorship in such a case.

3.4 Resigning Employee shall also (i) execute all documents requested by the Company for vesting in the Company the entire right, title and interest in and to the Intellectual Property; (ii) co-operate and execute all documents requested by the Company for acquiring the Intellectual Property generated during the term of his employment with the Company; and (iii) give the Company all assistance it may reasonably require, including the giving of testimony in any application, prosecution, suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto.

4. Representations and Warranties

4.1 Resigning Employee hereby represents and warrants to the Company as follows:

- (i) Resigning Employee has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of her obligations hereunder;
- (ii) the execution and delivery of this Agreement by Resigning Employee and the performance of his/her obligations hereunder shall not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Resigning Employee is a party or by which he is or may be bound or subject; and
- (iii) Resigning Employee is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any Confidential Information or the provision of any employment, consulting or other services.

5. Liability and Indemnity

D. L. D. P.

5.1 The Resigning Employee shall be liable to indemnify and hold harmless the Company from and against any and all claims, demands, actions, liabilities, judgments, costs and expenses of whatever kind, whether based on infringement, contract, negligence, strict liability, or statutory liability, arising out of his/her obligations or activities during the term of his/her employment with the Company.

6. Arbitration

6.1 Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Resigning Employee's employment with the Company or termination thereof, shall be subject to arbitration in Bangalore as per the Arbitration and Conciliation Act, 1996.

6.2 The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Paragraph shall limit the right of the Company to enforce by court injunction or other equitable relief the Resigning Employee's obligations non-competition and confidentiality provisions of this Agreement.

7. Governing Law

7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws in force in India.

7.2 If any provision of this agreement is deemed invalid by a court due to any reason whatsoever, such provision shall be enforceable in accordance with the law as deemed valid by the court. Invalidity of any such provision shall not affect any other provision of the agreement in any manner and the agreement shall be deemed to be valid and enforceable in the light of its objectives.

8. Jurisdiction

8.1 The jurisdiction for any disputes arising under this agreement shall be the Courts of Bangalore.

9. Successors and Assigns

9.1 Neither this Agreement, nor any of Resigning Employee's duties or obligations hereunder, may be assigned by Resigning Employee.

9.2 This Agreement shall be binding upon and inure to the benefit of Resigning Employee and her heirs and legal representatives and the Company and its successors.

C. J. R. Rao

10. Notices

10.1 All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party at the addresses mentioned at the beginning of this agreement. Addresses may be changed by notice in writing signed by the addressee.

11. Amendment

11.1 No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

12.1 This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Resigning Employee and the Company.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as on The Effective Date:

Connexios Life Sciences Pvt Ltd

Name: SURI VENKATACHARI

Title: MANAGING DIRECTOR & CEO

Resigning Employee

D. S. Rao

Name: D. RIVAGANESWARARAO

Title: SCIENTIST

Witnesses

1.

2.

(Signature)

POST EMPLOYMENT OBLIGATIONS AGREEMENT

This **Post Employment Obligations Agreement** (hereinafter called as the 'Agreement') is made and entered on this 25th day of November, 2010 (Effective Date)

BY AND BETWEEN

Connexios Life Sciences Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at # 49, Shilpa-Vidya, 1st Main Road, J.P.Nagar 3rd Phase, Bangalore-560078, (hereinafter called as the 'Company'), which term shall mean and include its agents, assignees and legal representatives.

AND

Dr. A. Nagarajan, having place of residence at G-13, Kristal Jade, 80/3 Ambliapur village, Bellandur, Outer Ring Road, Bangalore 560034, India (hereinafter called as the 'Resigning Employee'), which term shall mean and include his legal representatives.

WHEREAS, the Company had employed the services of Resigning Employee for a period of three years and ten months and who was bound by the terms and conditions of the Employment Agreement dated 9th February, 2007 entered between the Company and the Resigning Employee and whose term of employment shall end on 30th November, 2010.

AND THEREFORE both the parties wish to enter into this Agreement to set forth the terms and conditions of the post employment obligations of the Resigning Employee in addition to any post employment obligations provided in the Employment Agreement dated 9th February 2007 entered between the Company and the Resigning Employee and any other agreement signed by the Resigning Employee during the term of his employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

Connexios Life Sciences Private Limited

49, 'Shilpa - Vidya', 1st Main Road, 3rd Phase, J.P. Nagar, Bangalore - 560 078, INDIA.

Phones : +91 80 41210672, 41210587, 41215491, 41215492, Fax : +91 80 41210705

www.connexios.com

PATENT

REEL: 038324 FRAME: 0918

1.1 'Party' shall mean the Company or the Resigning Employee based on the context and the 'Parties' shall mean both the Company and the Resigning Employee.

1.2 'Confidential Information' shall mean any information, including and not limited to chemical or biological materials, know how, data, techniques, formulas, algorithms, test data, research plans, presentations, documents, programs, methods, processes, client or customer information, business information, invention disclosures, models, which is disclosed by the Company to the Resigning Employee or comes to the knowledge of the Resigning Employee during his term of the employment with the Company.

Exclusions:

Confidential Information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Resigning Employee; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Resigning Employee, has been received from a source other than the Company.

1.3 'Intellectual Property' shall mean inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of Intellectual Property, which is generated by the Resigning Employee during the term of his employment with the Company.

2. Obligations of the Resigning Employee

Non-competition and Confidentiality

2.1 Resigning Employee acknowledges that his position with the Company was special, unique and intellectual in character and his position in the Company had placed him in a position of confidence and trust with the Employees and clients of the Company.

2.2 Resigning Employee agrees that during the term of employment and thereafter the Resigning Employee shall not directly or indirectly:

- (i) engage in or contribute his knowledge and abilities, for a period of two years from the date of this agreement, to any business or entity in competition with the Company;
- (ii) employ or attempt to employ or assist anyone in employing any person who is an Employee of the Company or was an Employee of the Company during the one year period prior to the Effective Date of this Agreement;

(iii) attempt in any manner to solicit from any client business of the type performed by the Company or persuade any client of the Company to cease doing business or reduce the amount of business that such client has customarily done with the Company.

2.3 Resigning Employee acknowledges that Resigning Employee had access to Confidential Information of the Company and its clients.

2.4 Resigning Employee agrees not to use or disclose any Confidential Information disclosed to or generated by the Resigning Employee or which came to his knowledge during the term of his employment with the Company to any third party other than in connection with performing Resigning Employee's duties or activities for the Company in accordance with this Agreement.

Other Obligations

2.5 All records, files, lists, including computer generated lists, drawings, documents, equipment or any other Confidential Information relating to the Company's business which Resigning Employee had prepared or received from the Company shall remain the Company's sole and exclusive property.

2.6 Resigning Employee agrees to promptly return to the Company all Confidential Information and Intellectual Property or any other materials and property of the Company in his possession.

2.7 Resigning Employee undertakes that he has not copied or causes to be copied, taken any printouts of any documents or other materials originating with or belonging to the Company. Resigning Employee additionally undertakes that he has not retained in his possession any such documents or other materials.

2.8 Resigning Employee agrees that he shall, at the request of the Company, render all assistance and perform all lawful acts that the Company considers necessary or advisable in connection with any Intellectual Property application, prosecution, or any litigation involving the Company or any director, officer, employee, shareholder, agent, representative, consultant, client or vendor of the Company.

2.9 Resigning Employee agrees to be bound by the post-employment obligations provided under clause 19 of his Employment Agreement dated on 9th February 2007 entered between the Resigning Employees and the Company.

2.10 Resigning Employee further agrees that in addition to be bound by the provisions relating to the Confidentiality and Intellectual Property under this Agreement, the provisions relating to Intellectual Property under clause 12 of the Employment Agreement dated 9th February 2007 entered between the Resigning Employees and the Company during the agreement term survives the termination of his employment with the Company.

3. Intellectual Property

3.1 Any Intellectual Property generated by Resigning Employee, alone or with others, during the term of his employment with the Company and applicable to the business of the Company shall become the sole and exclusive property of the Company.

3.2 Resigning Employee undertakes that he has disclosed all the information about any Intellectual Property generated by him or with others during the term of his employment with the Company to the Company.

3.3 Resigning Employee understands that the Company retains the right of naming a person as the inventor of any invention under the laws of the inventorship and that the Resigning Employee may only be named as the inventor of any invention made by the Resigning Employee or with others during the term of his employment with the Company at the discretion of the Company and that the Resigning Employee shall have no right to claim any inventorship in such a case.

3.4 Resigning Employee shall also (i) execute all documents requested by the Company for vesting in the Company the entire right, title and interest in and to the Intellectual Property; (ii) co-operate and execute all documents requested by the Company for acquiring the Intellectual Property generated during the term of his employment with the Company; and (iii) give the Company all assistance it may reasonably require, including the giving of testimony in any application, prosecution, suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto.

4. Representations and Warranties

4.1 Resigning Employee hereby represents and warrants to the Company as follows:

- (i) Resigning Employee has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of his obligations hereunder;
- (ii) the execution and delivery of this Agreement by Resigning Employee and the performance of his obligations hereunder shall not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Resigning Employee is a party or by which he is or may be bound or subject; and
- (iii) Resigning Employee is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any Confidential Information or the provision of any employment, consulting or other services.

5. Liability and Indemnity

5.1 The Resigning Employee shall be liable to indemnify and hold harmless the Company from and against any and all claims, demands, actions, liabilities, judgments, costs and expenses of whatever kind, whether based on infringement, contract, negligence, strict liability, or statutory liability, arising out of his obligations or activities during the term of his employment with the Company.

6. Arbitration

6.1 Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Resigning Employee's employment with the Company or termination thereof, shall be subject to arbitration in Bangalore as per the Arbitration and Conciliation Act, 1996.

6.2 The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Paragraph shall limit the right of the Company to enforce by court injunction or other equitable relief the Resigning Employee's obligations non-competition and confidentiality provisions of this Agreement.

7. Governing Law

7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws in force in India.

7.2 If any provision of this agreement is deemed invalid by a court due to any reason whatsoever, such provision shall be enforceable in accordance with the law as deemed valid by the court. Invalidity of any such provision shall not affect any other provision of the agreement in any manner and the agreement shall be deemed to be valid and enforceable in the light of its objectives.

8. Jurisdiction

8.1 The jurisdiction for any disputes arising under this agreement shall be the Courts of Bangalore.

9. Successors and Assigns

9.1 Neither this Agreement, nor any of Resigning Employee's duties or obligations hereunder, may be assigned by Resigning Employee.

9.2 This Agreement shall be binding upon and inure to the benefit of Resigning Employee and her heirs and legal representatives and the Company and its successors.

10. Notices

10.1 All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the applicable party or the addresses mentioned at the beginning of this agreement. Addresses may be changed by notice in writing signed by the addressee.

11. Amendment

11.1 No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

12.1 This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Resigning Employee and the Company.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as on The Effective Date:

Connexios Life Sciences Pvt Ltd

M. R. Jagannath

Name: Dr. M.R. Jagannath
Title: Chief Scientific Officer

Resigning Employee

A. Nagarajan

Name: Dr. A Nagarajan
Witnesses

1. Vinita Radhakrishnan

Name: Vinita Radhakrishnan
Title: Manager, Intellectual Property

2. Sapna Dixit

Name: SAPNA DIXIT
Title: MANAGER, HR

POST EMPLOYMENT OBLIGATIONS AGREEMENT

This **Post Employment Obligations Agreement** (hereinafter called as the 'Agreement') is made and entered on this 6th day of August, 2010 (Effective Date)

BY AND BETWEEN

Connexio Life Sciences Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at # 49, Shilpa-Vidya, 1st Main Road, J.P. Nagar 3rd Phase, Bangalore-560078, (hereinafter called as the 'Company'), which term shall mean and include its agents, assignees and legal representatives.

AND

Mr. Mohammed Mudabbir Ansari having place of residence at Behind Saleem Cottage, Anankhan Plots, Akola, Maharashtra 444001, India (hereinafter called as the 'Resigning Employee'), which term shall mean and include his legal representatives.

WHEREAS, the Company had employed the services of Resigning Employee for a period of two years and two months and who was bound by the terms and conditions of the Employment Agreement dated 2nd June, 2008 entered between the Company and the Resigning Employee and whose term of employment shall end on 6th August, 2010.

AND THEREFORE both the parties wish to enter into this Agreement to set forth the terms and conditions of the post employment obligations of the Resigning Employee in addition to any post employment obligations provided in the Employment Agreement dated 2nd June, 2008 entered between the Company and the Resigning Employee and any other agreement signed by the Resigning Employee during the term of his employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 'Party' shall mean the Company or the Resigning Employee based on the context and the 'Parties' shall mean both the Company and the Resigning Employee.

M. K. S. Gopal
PATENT

REEL: 038324 FRAME: 0924

1.2 'Confidential Information' shall mean any information, including and not limited to chemical or biological materials, know how, data, techniques, formulas, algorithms, test data, research plans, presentations, documents, programs, methods, processes, client or customer information, business information, invention disclosures, models, which is disclosed by the Company to the Resigning Employee or comes to the knowledge of the Resigning Employee during his term of the employment with the Company.

Exclusions:

Confidential Information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Resigning Employee; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Resigning Employee, has been received from a source other than the Company.

1.3 'Intellectual Property' shall mean inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of Intellectual Property, which is generated by the Resigning Employee during the term of his employment with the Company.

2. Obligations of the Resigning Employee

Non-competition and Confidentiality

2.1 Resigning Employee acknowledges that his position with the Company was special, unique and intellectual in character and his position in the Company had placed him in a position of confidence and trust with the Employees and clients of the Company.

2.2 Resigning Employee agrees that during the term of employment and thereafter the Resigning Employee shall not directly or indirectly:

- (i) engage in or contribute his knowledge and abilities, for a period of two years from the date of this agreement, to any business or entity in competition with the Company;
- (ii) employ or attempt to employ or assist anyone in employing any person who is an Employee of the Company or was an Employee of the Company during the one year period prior to the Effective Date of this Agreement;

M. R. Jayaram

PATENT

REEL: 038324 FRAME: 0925

3. Intellectual Property

3.1 Any Intellectual Property generated by Resigning Employee, alone or with others, during the term of his employment with the Company and applicable to the business of the Company shall become the sole and exclusive property of the Company.

3.2 Resigning Employee undertakes that he has disclosed all the information about any Intellectual Property generated by him or with others during the term of his employment with the Company to the Company.

3.3 Resigning Employee understands that the Company retains the right of naming a person as the inventor of any invention under the laws of the inventorship and that the Resigning Employee may only be named as the inventor of any invention made by the Resigning Employee or with others during the term of his employment with the Company at the discretion of the Company and that the Resigning Employee shall have no right to claim any inventorship in such a case.

3.4 Resigning Employee shall also (i) execute all documents requested by the Company for vesting in the Company the entire right, title and interest in and to the Intellectual Property; (ii) co-operate and execute all documents requested by the Company for acquiring the Intellectual Property generated during the term of his employment with the Company; and (iii) give the Company all assistance it may reasonably require, including the giving of testimony in any application, prosecution, suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto.

4. Representations and Warranties

4.1 Resigning Employee hereby represents and warrants to the Company as follows:

- (i) Resigning Employee has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of his obligations hereunder;
- (ii) the execution and delivery of this Agreement by Resigning Employee and the performance of his obligations hereunder shall not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Resigning Employee is a party or by which he is or may be bound or subject; and
- (iii) Resigning Employee is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any Confidential Information or the provision of any employment, consulting or other services.

5. Liability and Indemnity

5.1 The Resigning Employee shall be liable to indemnify and hold harmless the Company from and against any and all claims, demands, actions, liabilities, judgments, costs and

M. L. Jaganath
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expenses of whatever kind, whether based on infringement, contract, negligence, strict liability, or statutory liability, arising out of his obligations or activities during the term of his employment with the Company.

6. Arbitration

6.1 Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Resigning Employee's employment with the Company or termination thereof, shall be subject to arbitration in Bangalore as per the Arbitration and Conciliation Act, 1996.

6.2 The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Paragraph shall limit the right of the Company to enforce by court injunction or other equitable relief the Resigning Employee's obligations non-competition and confidentiality provisions of this Agreement.

7. Governing Law

7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws in force in India.

7.2 If any provision of this agreement is deemed invalid by a court due to any reason whatsoever, such provision shall be enforceable in accordance with the law as deemed valid by the court. Invalidity of any such provision shall not affect any other provision of the agreement in any manner and the agreement shall be deemed to be valid and enforceable in the light of its objectives.

8. Jurisdiction

8.1 The jurisdiction for any disputes arising under this agreement shall be the Courts of Bangalore.

9. Successors and Assigns

9.1 Neither this Agreement, nor any of Resigning Employee's duties or obligations hereunder, may be assigned by Resigning Employee.

9.2 This Agreement shall be binding upon and inure to the benefit of Resigning Employee and her heirs and legal representatives and the Company and its successors.

10. Notices

10.1 All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the

M. K. Varghese
PATENT

applicable party or the addressee mentioned at the beginning of this agreement. Addressee may be changed by notice in writing signed by the addressee.

11. Amendment

11.1 No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

12.1 This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Resigning Employee and the Company.

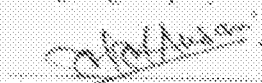
IN WITNESS WHEREOF the parties hereto have executed this Agreement as on The Effective Date:

Comexios Life Sciences Pvt Ltd



Name: Dr. M.R. Jagannath
Title: Chief Scientific Officer

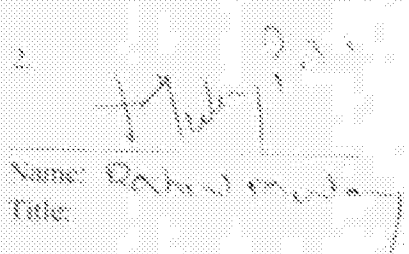
Resigning Employee



Name: Mr. Mohammed Mudabbir Ansari
Witnesses

1. 

Name: Vinila Radhakrishnan
Title:

2. 

Name: Rakesh
Title:

INTELLECTUAL PROPERTY PROTECTION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS AGREEMENT is executed on this the 21 day of FEB, 2008. BY AND BETWEEN:

Mr/Ms MURUGANVEL K. son / ~~wife~~ / daughter of
KUPPUSAMY K. aged 28 years, residing at
5, DARVANA Raja KULA STREET, BHUVANAGIRI
_____ (hereinafter referred to as

the "Employee", which expression shall, where the context admits, include his / her heirs, executors, administrators, legal representatives and successors-in-interest) of the ONE PART;

AND

Connexios Life Sciences Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered offices at No.49, "Shilpa Vidya", 1st Main Road, 3rd Phase, J.P.Nagar, Bangalore-560078 (hereinafter referred to as the "Company", which expression shall, where the context admits, include its successors and assigns) of the OTHER PART.

WHEREAS:

- A. The Company has offered and the Employee has accepted employment with the Company in terms of a Letter of Offer dated 28 Jan 2008 (the "Employment Letter").
- B. In accordance with and as required by the terms of the Employment Letter, the Employee hereby executes this Intellectual Property Protection, Non-Disclosure and Non-Compete Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Company Property" includes, but is not limited to the following: all laboratory materials, including notes, protocols, lab notebooks, reagents, chemicals, labware, instruments, bio-materials, cell systems and animal models for experimentation, all originals and copies (in whatever form) of Confidential Information and Inventions, and any and all notes, data, notebooks, memoranda, lists, records, reports, drawings, sketches, specifications, computer programs, designs, graphics, architectures, frameworks, devices and models (or portions of

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K. M. J. M.

PATENT

REEL: 038324 FRAME: 0930

any of them), passwords, codes, personal computers, laptops, fax machines, scanners, copiers, printers, tools, cdroms, diskettes, intangible information stored on diskettes, pagers, cellular phones, credit cards, telephone charge cards, manuals, building keys and passes, access cards, and any documentation or other materials of any nature, whether written, printed, electronic or in digital format or otherwise, relating to any matter concerning the Company business and any other Company Property in the Employee's possession, custody or control.

1.2 "Confidential Information" shall mean and include, without limitation, any and all information, including all written or oral disclosures made by the Company to the Employee or otherwise received by the Employee in the course of his/her employment with the Company or any intellectual property belonging to the Company, and shall specifically include, without limitation, lab notebooks and protocols, pricing, methods, processes, financial data, technical data, lists, products, trade secrets, know-how, photographs, plans, notes, renderings, computer programs, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

1.3 "Inventions" includes, but is not limited to, the following: All ideas, designs, prototypes, schematics, compilations, devices, databases, technology, algorithms, trade secrets, concepts, methodologies, customer lists, goodwill, trade marks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed (by the Employee or anyone else), all discoveries, developments, designs, improvements, inventions, formulae, processes, methods, works of authorship, articles, books, manuals, techniques, computer software or hardware programs, strategies, know-how and data, whether or not patentable or registerable, and all work product (by the Employee or anyone else) relating thereto, that (a) relate to research or development activities or the business of the Company or any actual or potential customer, partner or supplier of the Company; or (b) result from tasks assigned to the Employee by the Company; or (c) result from use of premises or Company Property.

2. INTELLECTUAL PROPERTY PROTECTION

2.1 The Employee agrees that all the Company Property shall be and remain the sole and exclusive property of the Company. The Employee will be responsible for the safekeeping and except for consumable items, return in good condition and order, of all the Company Property, which may be in Employee's use, custody or charge.

2.2 The Employee further agrees that during employment, the Employee shall not make, use or permit to be used any Company Property except for the benefit of

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the Company. The Employee also agrees that after termination of employment with the Company for any reason, the Employee will not use, or permit others to use any Company Property and the Employee will immediately surrender to the Company all Company Property in the Employees possession, custody or control.

- 2.3 Employee acknowledges that all and any Company Property would be received by the Employee in trust from the Company to be used strictly for the purpose for which it is meant.
- 2.4 The Employee shall not use the trademarks, service marks, proprietary words or symbols of Company without its prior written consent.
- 2.5 The Employee will fully and promptly disclose to the Company and no one else all inventions generated, authored, conceived, discovered, developed or reduced to practice or learned by the Employee, either alone or jointly with others, while the Employee is employed by the Company.
- 2.6 The Employee agrees that all inventions are and will be the sole, absolute, exclusive, worldwide and perpetual property of the Company (and its assigns), as works made for hire or otherwise. To the extent any inventions are not or are deemed not to be works made for hire, The Employee hereby, without additional compensation, irrevocably and perpetually assign to the Company any and all worldwide and perpetual rights, title and interest (including but not limited to, tangible and intangible rights such as patents, copyrights, trademarks, trade secrets, licensing and publishing rights) that the Employee now has or may acquire in and to all inventions, benefits and rights relating thereto. The Employee hereby irrevocably transfer and assign to the Company any moral rights, worldwide and in perpetuity that the Employee may have with respect to any works that the Employee has assigned to the Company. To the extent the Employee cannot assign such rights, the Employee hereby waives and agrees not to assert such rights against the Company or its assigns. If the Employee has any rights to the inventions or Company Property that cannot be assigned to the Company, or waived by the Employee, then the Employee unconditionally and irrevocably grants to Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed rights.
- 2.7 The Employee agrees that the assignment will not lapse if the Company does not exercise its rights under the aforesaid assignment within the period prescribed by law.
- 2.8 The Employee agrees that the Employee will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and

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interests in any invention. The Employee further agrees to assist the Company in every reasonable way, both during and after the Employee's employment with the Company (at the Company's expense), to obtain, maintain and from time to time enforce, patents, copyrights, trademarks, trade secrets, mask work, and other rights and protections relating to inventions.

- 2.9 If, before employment with the Company, the Employee has created any inventions that Employee wishes not to be subject to this Agreement, all such inventions are to be identified in the attached Annexure 1. The Employee's failure to complete and return the Annexure 1 to the Company constitutes a representation by the Employee that the Employee has made no such inventions by the time Employee signed this Agreement.

3. CONFIDENTIALITY

- 3.1 The Employee agrees that he / she shall, at all times, during the term of his/her employment with the Company hold the Confidential Information in trust for the Company and shall not in any manner use, transfer, publish, disclose, or report the Confidential Information, directly or indirectly, except to other employees of the Company or to authorized third parties, but only as may be necessary in either case, in the ordinary course of the duties of the Employee for the Company or otherwise as directed by the Company.
- 3.2 The Employee has not brought, and agrees he/she will not bring, with him/her to the Company for use in his/her employment with the Company, any materials or documents of a former employer or any other person or entity for whom he/she has provided services (whether paid or unpaid) that are not generally available to the public unless he/she has obtained express written authorization from the former employer or other person or entity for whom he/she has provided such services, for the possession and use of such materials or documents.
- 3.3 The Employee agrees that notwithstanding the cessation of his/her employment, the provisions of this Agreement shall continue to remain binding on the Employee for a further period of 3 (three) years from the date of cessation of his/her employment.
- 3.4 The Employee agrees that he/she shall, not, directly or indirectly, disclose, transfer, or use any Confidential Information, except with the prior written consent of the Company or except, in accordance with the provisions of Clause 3.5 hereunder, when so required pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body.
- 3.5 If the Employee is required, either during his/her employment or at any time within the 3 (three) year period after the cessation of his/her employment, to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, as specified in Clause 3.4 above, the Employee shall, forthwith, upon receiving notice of the

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requirement of such disclosure, give adequate notice to the Company thereof so as to allow the Company a reasonable opportunity to limit such disclosure. In any event the Employee, in making such disclosure shall only disclose such part of the Confidential Information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

- 3.6 The absence of any marking or statement that a particular item of information is Confidential Information shall not affect its status as Confidential Information. The Employee shall bear the burden of proving that, that information is not Confidential Information. Further, the Company makes no warranties, express or implied, with respect to the Confidential Information, including, but not limited to the warranties of merchantability or fitness for a particular purpose. The Confidential Information is provided "as is".
- 3.7 Notwithstanding the foregoing, Confidential Information does not include (a) information that is or becomes publicly available independent of any act which constitutes a violation of this Agreement, (b) information that is already rightfully known by the Employee at the time of its disclosure by the Company, (c) information that a third party discloses to the Employee without violating any duty of confidentiality or (d) information that is independently developed by the Employee without violation of a confidentiality obligation.
- 3.8 All lab based material including, designs, protocols, notebooks, documents, data, cd-roms and pen drives, tapes, reference items, sketches, drawings, memoranda, records, and other materials and media in any way containing any Confidential Information or related to the Confidential Information or otherwise to the Company's business shall belong exclusively to the Company. The Employee shall make copies of such material only if absolutely necessary in the course of the Employee's employment with the Company or otherwise for the benefit of the Company. The Employee hereby undertakes to return to the Company all copies of such materials in the Employee's possession or under the Employee's control at the request of the Company or, in the absence of such a request, forthwith upon termination of employment.
- 3.9 The Employee represents and warrants that the performance by him/her of all of the terms of this Agreement and any services to be rendered by him/her as an Employee of the Company do not and will not breach any fiduciary or other duty, covenant, or agreement relating to any proprietary information, knowledge of data acquired by the Employee in confidence, trust, or otherwise, prior to the Employee's employment by the Company to which the Employee is a party or by the terms of which the Employee may be bound. The Employee covenants that he/she shall not, during his/her employment with the Company do any act or deed which conflicts with the provisions of any prior contract or agreement. The Employee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.

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4. NON COMPETE

- 4.1 The Employee agrees that, in consideration of the Company employing the Employee and paying the Employee in terms of the Employment Letter and disclosing Confidential Information to the Employee, the sufficiency whereof the Employee hereby acknowledges and shall not call into question in future, he/she shall devote his/her full attention to the activities of the Company and shall not, either during the term of the Employment Letter or for a period of 12 (twelve) months thereafter, take up employment with any company that is engaging in or himself/ herself enter into any business that is identical or similar to, the business carried on by the Company. The Employee further agrees that at any time during the subsistence of the Employment Letter or for a period of 12 (twelve) months subsequent thereto the Employee shall not, directly or indirectly, offer employment or consultancy or otherwise solicit the employees of the Company to work with the Employee or any employer of the Employee.
- 4.2 The breach alleged or otherwise, by the Company of any obligation shall not affect the validity or enforceability of the Employee's covenants/obligations set forth in this Agreement.

5. GENERAL

- 5.1 Right to urgent relief. The Employee understands that the Company shall suffer irreparable harm and injury in the event the Employee breaches any of his/her covenants/obligations under this Agreement and that monetary damages shall be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or threatened breach by the Employee of any of the provisions of this Agreement, the Company, shall in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction from any authority or a court of competent jurisdiction in order to prevent or to restrain any such breach by the Employee, or by and/or all persons directly or indirectly acting for, on behalf of, or with, the Employee.
- 5.2 Retrospective Effect: Notwithstanding anything contained in this Agreement, the obligations of the Employee and the rights of the Company arising hereunder shall be deemed to have commenced upon the date of the execution of the Employment Letter regardless of the actual date of execution of this Agreement and shall continue to remain in full force and effect and continue to be binding upon the parties.
- 5.3 Severability: If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any

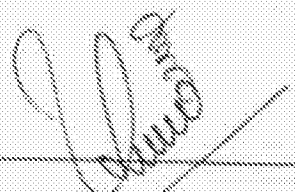
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other term or provision. Further, if and to the extent possible, the parties shall replace such term or provision with a suitable term or provision, in keeping with the general intent of this Agreement.

- 5.4 **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of India and all disputes shall be decided by the competent courts at Bangalore, Karnataka, India.
- 5.5 **Amendment:** This Agreement may not be amended, except by a signed writing of both parties.
- 5.6 **Waiver:** No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision.
- 5.7 **Assignment:** Neither this Agreement nor the rights and obligations hereunder may be assigned without the prior written approval of the other party.
- 5.8 **Notice:** Formal communications regarding this Agreement should be written to the persons who have signed this Agreement below.
- 5.9 **Precedence:** In the event of a conflict between the terms of this Agreement and any other document with respect to the matter herein contained, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first herein above written.

Signed and delivered



For Connexio Life Sciences Pvt. Ltd.

the Company aforesaid

By its Director, Suri Venkatachalam

Date: 01/02/08

Signed and delivered by



Mr/Ms/Dr. K. MURUGAYAL,

the Employee aforesaid

Date: 01/02/08

Assignment Deed

THIS Assignment Agreement is made and entered on the day of 2nd May, 2012 ("Effective Date")

BY AND BETWEEN

J. Pradeep, residing at D.no.19-15-98,3rd Line, Indira Priyadarshini Colony,Sangadi Guntur, Ponner Main Road,Guntur-522001, Andhra Pradesh hereinafter called "the Assignor", which term shall mean and include his/her successors and legal representatives

And

Connexios Life Sciences Pvt. Ltd. having registered office at No. 49, Shilpa Vidya, First Main Road, J. P. Nagar - Phase 3, Bangalore - 560078 hereinafter called the "Assignee", which term shall mean and include its successors, administrators, executors and legal representatives.

Whereas the Assignor is the employee of the Assignee and has developed, generated or created intellectual property during the course of his employment with the Assignee and has agreed to assign such intellectual property to the Assignee under the terms and conditions of the contract of employment ("Employment Contract") entered on July 6, 2009 between the Assignor and the Assignee and the terms and conditions of this agreement.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

1.1. "Party" shall mean either Assignee or the Assignor and "Parties" shall mean both the Assignee and the Assignor.

1.2. "Intellectual Property" shall mean any invention, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of being protected or protected as patents, trade marks, copyrights, trade secrets or any other type of intellectual property, which is generated, created or developed by the Assignor during the course of employment with the Assignee including but not limited to the inventions specifically provided in the Schedule to this agreement.

2. Assignment

2.1. In consideration of the salary paid to the Assignor under the Employment Agreement with the Assignee, the Assignor hereby assigns his/her right, title and interest in the Intellectual Property created, generated or developed by the Assignor during the term of Employment



Connexios Life Sciences Private Limited

49, 'Shilpa - Vidya', 1st Main Road, 3rd Phase, J.P. Nagar, Bangalore - 560 078, INDIA.
Phones : +91 80 42683999, 41210672, 41210587, 41215491, 41215492, Fax : +91 80 41210705

www.connexios.com

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Contract to the Assignee in accordance with the terms and conditions of Employment Contract and this agreement.

2.2. The Assignor hereby agrees with the Assignee that his/her assignment to the Assignee includes, but is not limited to, any and all causes of action, claims, demands or other rights, occasioned from or arising from any and all past and future infringement of any Intellectual Property rights including all rights to recover damages, profits and injunctive relief.

2.3. The Assignor hereby agrees with the Assignee that he/she will execute such further documents and give such co-operation and assistance at the expense of the Assignee as Assignee may require:

2.3.1. to secure the vesting in Assignee of all the rights in the Intellectual Property and in such parties to whom the Assignee may assign its rights in the Intellectual Property;

2.3.2. to defeat any challenge to the validity of and resolve any questions concerning the applications relating to the Intellectual Property; and

2.3.3. to apply for, prosecute and obtain protection of the Intellectual Property in India and any other country.

2.4. The Assignor hereby agrees with the Assignee that he/she shall, at the expense of the Assignee, execute and sign all such instruments, applications and documents and do all such acts and things as may reasonably be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights assigned by this agreement.

2.5. The Assignor shall not take any action or refrain from taking any action that may result in loss or invalidation of any Intellectual Property assigned under this agreement without prior written permission of the Assignee.

3. Confidentiality

3.1. The Assignor shall maintain confidentiality of all information relating to the Intellectual Property and shall not make any disclosure of such information before protection is acquired on the Intellectual Property and without prior written permission of the Assignee.

4. Warranty and Indemnity

4.1. The Assignor hereby represents and warrants as follows:

4.1.1 He/She has the legal capacity and unrestricted right to execute this Agreement and to perform all of its obligations;

4.1.2. The execution of this Agreement by him/her and the performance of its obligations will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document.



arrangement or other understanding to which he/she is a party or by which he/she is or may be bound or subject; and

4.1.3. He/She has developed, created or generated the Intellectual Property independently or jointly and has the right to make this assignment.

4.2. The Assignor hereby agrees to defend, hold harmless, and indemnify the Assignee from and against any claim or suit arising from the failure of the Assignor to comply with its warranties and representations as well as its obligations under this agreement.

5. Term

5.1. This agreement shall come into force on the Effective Date and shall be valid until the expiry of the term of Employment Contract. Provided however that Clauses 2, 3 and 4 shall survive the termination of the agreement.

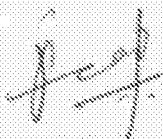
6. Governing Law and Dispute Resolution

6.1. This agreement shall be governed by and construed in accordance with the laws in force in India and the parties hereby submit to the exclusive jurisdiction of the Courts at Bangalore.

In Witness thereof, this agreement has been entered into on the Effective Date.

Signatures

On behalf of Assignor



Name: J. Pradeep
Date: 2nd May 2012

On behalf of Assignee



Name: M. R. Jagannath
Designation: CSO
Date: 2nd May, 2012

Witnesses

1.



Name: Vinita R.
Address:
Date:

2.



Name: Archana R.
Address:
Date:

Schedule

Invention Details

INVENTION 1

Title: CYCLIC AMIDE DERIVATIVES AND USES THEREOF

Brief Description: The invention relates to certain amide derivatives that have the ability to inhibit 11- β -hydroxysteroid dehydrogenase type 1 (11 β -HSD-1) and which are therefore useful in the treatment of certain disorders that can be prevented or treated by inhibition of this enzyme. In addition the invention relates to the compounds, methods for their preparation, pharmaceutical compositions containing the compounds and the uses of these compounds in the treatment of certain disorders. It is expected that the compounds of the invention will find application in the treatment of conditions such as non-insulin dependent type 2 diabetes mellitus (NIDDM), insulin resistance, obesity, impaired fasting glucose, impaired glucose tolerance, lipid disorders such as dyslipidemia, hypertension and as well as other diseases and conditions.

INVENTION 2

Title: INDOLE DERIVATIVES AS INHIBITORS OF 11-BETA-HYDROXYSTEROID DEHYDROGENASE -1

Brief Description: The invention relates to indole derivatives that have the ability to inhibit 11- β -hydroxysteroid dehydrogenase type 1 (11 β -HSD-1) and which are therefore useful in the treatment of certain disorders that can be prevented or treated by inhibition of this enzyme. In addition the invention relates to the compounds, methods for their preparation, pharmaceutical compositions containing the compounds and the uses of these compounds in the treatment of certain disorders. It is expected that the compounds of the invention will find application in the treatment of conditions such as non-insulin dependent type 2 diabetes mellitus (NIDDM), insulin resistance, obesity, impaired fasting glucose, impaired glucose tolerance, lipid disorders such as dyslipidemia, hypertension and as well as other diseases and conditions.

INVENTION 3

Title: INHIBITORS OF 11-BETA-HYDROXYSTEROID DEHYDROGENASE -1

Brief Description: The invention relates to inhibitors of 11- β -hydroxysteroid dehydrogenase type 1 (11 β -HSD-1) and which are therefore useful in the treatment of certain disorders that can be prevented or treated by inhibition of this enzyme. In addition the invention relates to the compounds, methods for their preparation, pharmaceutical compositions containing the compounds and the uses of these compounds in the treatment of certain disorders. It is expected that the compounds of the invention will find application in the treatment of conditions such as non-insulin dependent type 2 diabetes mellitus (NIDDM), insulin resistance, obesity, impaired fasting glucose, impaired glucose tolerance, lipid disorders such as dyslipidemia, hypertension and as well as other diseases and conditions.



INTELLECTUAL PROPERTY PROTECTION, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

THIS AGREEMENT is executed on this the 28 day of April 2008, BY AND BETWEEN:

Mr/Ms S. SULTHAN DILLAYUDEEN son / wife / daughter of
M. SIKKAN DAR aged 38 years, residing at
Ap1# 1, MUNNANJAPPA'S BLDG, HUSKUR GATE, ELECTRONIC
CITY RD, BANGALORE 560100 (hereinafter referred to as

the "Employee", which expression shall, where the context admits, include his / her heirs, executors, administrators, legal representatives and successors-in-interest) of the ONE PART;

AND

Connexios Life Sciences Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its registered offices at No.49, "Shilpa Vidya", 1st Main Road, 3rd Phase, J.P.Nagar, Bangalore-560078 (hereinafter referred to as the "Company", which expression shall, where the context admits, include its successors and assigns) of the OTHER PART.

WHEREAS:

- A. The Company has offered and the Employee has accepted employment with the Company in terms of a Letter of Offer dated 28/04/08 (the "Employment Letter").
- B. In accordance with and as required by the terms of the Employment Letter, the Employee hereby executes this Intellectual Property Protection, Non-Disclosure and Non-Compete Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Company Property" includes, but is not limited to the following: all laboratory materials, including notes, protocols, lab notebooks, reagents, chemicals, labware, instruments, bio-materials, cell systems and animal models for experimentation, all originals and copies (in whatever form) of Confidential Information and Inventions, and any and all notes, data, notebooks, memoranda, lists, records, reports, drawings, sketches, specifications, computer programs, designs, graphics, architectures, frameworks, devices and models (or portions of any of them).

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passwords, codes, personal computers, laptops, fax machines, scanners, copiers, printers, tools, cdroms, diskettes, intangible information stored on diskettes, pagers, cellular phones, credit cards, telephone charge cards, manuals, building keys and passes, access cards, and any documentation or other materials of any nature, whether written, printed, electronic or in digital format or otherwise, relating to any matter concerning the Company business and any other Company Property in the Employee's possession, custody or control.

1.2 "Confidential Information" shall mean and include, without limitation, any and all information, including all written or oral disclosures made by the Company to the Employee or otherwise received by the Employee in the course of his/her employment with the Company or any intellectual property belonging to the Company, and shall specifically include, without limitation, lab notebooks and protocols, pricing, methods, processes, financial data, technical data, lists, products, trade secrets, know-how, photographs, plans, notes, renderings, computer programs, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

1.3 "Inventions" includes, but is not limited to, the following: All ideas, designs, prototypes, schematics, compilations, devices, databases, technology, algorithms, trade secrets, concepts, methodologies, customer lists, goodwill, trade marks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed (by the Employee or anyone else), all discoveries, developments, designs, improvements, inventions, formulae, processes, methods, works of authorship, articles, books, manuals, techniques, computer software or hardware programs, strategies, know-how and data, whether or not patentable or registerable, and all work product (by the Employee or anyone else) relating thereto, that (a) relate to research or development activities or the business of the Company or any actual or potential customer, partner or supplier of the Company; or (b) result from tasks assigned to the Employee by the Company; or (c) result from use of premises or Company Property.

2. INTELLECTUAL PROPERTY PROTECTION

2.1 The Employee agrees that all the Company Property shall be and remain the sole and exclusive property of the Company. The Employee will be responsible for the safekeeping and except for consumable items, return in good condition and order, of all the Company Property, which may be in Employee's use, custody or charge.

2.2 The Employee further agrees that during employment, the Employee shall not make, use or permit to be used any Company Property except for the benefit of the Company. The Employee also agrees that after termination of employment with the Company for any reason, the Employee will not use, or permit others to use any

S. Subhan Ali

Company Property and the Employee will immediately surrender to the Company all Company Property in the Employees possession, custody or control.

2.3 Employee acknowledges that all and any Company Property would be received by the Employee in trust from the Company to be used strictly for the purpose for which it is meant.

2.4 The Employee shall not use the trademarks, service marks, proprietary words or symbols of Company without its prior written consent.

2.5 The Employee will fully and promptly disclose to the Company and no one else all Inventions generated, authored, conceived, discovered, developed or reduced to practice or learned by the Employee, either alone or jointly with others, while the Employee is employed by the Company.

2.6 The Employee agrees that all Inventions are and will be the sole, absolute, exclusive, worldwide and perpetual property of the Company (and its assigns), as works made for hire or otherwise. To the extent any Inventions are not or are deemed not to be works made for hire, The Employee hereby, without additional compensation, irrevocably and perpetually assign to the Company any and all worldwide and perpetual rights, title and interest (including but not limited to, tangible and intangible rights such as patents, copyrights, trademarks, trade secrets, licensing and publishing rights) that the Employee now has or may acquire in and to all Inventions, benefits and rights relating thereto. The Employee hereby irrevocably transfer and assign to the Company any moral rights, worldwide and in perpetuity that the Employee may have with respect to any works that the Employee has assigned to the Company. To the extent the Employee cannot assign such rights, the Employee hereby waives and agrees not to assert such rights against the Company or its assigns. If the Employee has any rights to the Inventions or Company Property that cannot be assigned to the Company, or waived by the Employee, then the Employee unconditionally and irrevocably grants to Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed rights.

2.7 The Employee agrees that the assignment will not lapse if the Company does not exercise its rights under the aforesaid assignment within the period prescribed by law.

2.8 The Employee agrees that the Employee will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Invention. The Employee further agrees to assist the Company in every reasonable way, both during and after the Employee's employment with the Company (at the Company's expense), to obtain, maintain and from time to time

Is. Sultan Alkhar

enforce, patents, copyrights, trademarks, trade secrets, mask work, and other rights and protections relating to Inventions.

2.9 If, before employment with the Company, the Employee has created any Inventions that Employee wishes not to be subject to this Agreement, all such Inventions are to be identified in the attached Annexure 1. The Employee's failure to complete and return the Annexure 1 to the Company constitutes a representation by the Employee that the Employee has made no such Inventions by the time Employee signed this Agreement.

3. CONFIDENTIALITY

3.1 The Employee agrees that he / she shall, at all times, during the term of his/her employment with the Company hold the Confidential Information in trust for the Company and shall not in any manner use, transfer, publish, disclose, or report the Confidential Information, directly or indirectly, except to other employees of the Company or to authorized third parties, but only as may be necessary in either case, in the ordinary course of the duties of the Employee for the Company or otherwise as directed by the Company.

3.2 The Employee has not brought, and agrees he/she will not bring, with him/her to the Company for use in his/her employment with the Company, any materials or documents of a former employer or any other person or entity for whom he/she has provided services (whether paid or unpaid) that are not generally available to the public unless he/she has obtained express written authorization from the former employer or other person or entity for whom he/she has provided such services, for the possession and use of such materials or documents.

3.3 The Employee agrees that notwithstanding the cessation of his/her employment, the provisions of this Agreement shall continue to remain binding on the Employee for a further period of 3 (three) years from the date of cessation of his/her employment.

3.4 The Employee agrees that he/she shall, not, directly or indirectly, disclose, transfer, or use any Confidential Information, except with the prior written consent of the Company or except, in accordance with the provisions of Clause 3.5 hereunder, when so required pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body.

3.5 If the Employee is required, either during his/her employment or at any time within the 3 (three) year period after the cessation of his/her employment, to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, as specified in Clause 3.4 above, the Employee shall, forthwith, upon receiving notice of the requirement of such disclosure, give adequate notice to the Company thereof so as to allow the Company a reasonable opportunity to limit such disclosure. In any event the Employee, in making such disclosure shall only disclose such part of the Confidential Information

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as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

3.6 The absence of any marking or statement that a particular item of information is Confidential Information shall not affect its status as Confidential Information. The Employee shall bear the burden of proving that, that information is not Confidential Information. Further, the Company makes no warranties, express or implied, with respect to the Confidential Information, including, but not limited to the warranties of merchantability or fitness for a particular purpose. The Confidential Information is provided "as is".

3.7 Notwithstanding the foregoing, Confidential Information does not include (a) information that is or becomes publicly available independent of any act which constitutes a violation of this Agreement, (b) information that is already rightfully known by the Employee at the time of its disclosure by the Company, (c) information that a third party discloses to the Employee without violating any duty of confidentiality or (d) information that is independently developed by the Employee without violation of a confidentiality obligation.

3.8 All lab based material including, designs, protocols, notebooks, documents, data, cd-roms and pen drives, tapes, reference items, sketches, drawings, memoranda, records, and other materials and media in any way containing any Confidential Information or related to the Confidential Information or otherwise to the Company's business shall belong exclusively to the Company. The Employee shall make copies of such material only if absolutely necessary in the course of the Employee's employment with the Company or otherwise for the benefit of the Company. The Employee hereby undertakes to return to the Company all copies of such materials in the Employee's possession or under the Employee's control at the request of the Company or, in the absence of such a request, forthwith upon termination of employment.

3.9 The Employee represents and warrants that the performance by him/her of all of the terms of this Agreement and any services to be rendered by him/her as an Employee of the Company do not and will not breach any fiduciary or other duty, covenant, or agreement relating to any proprietary information, knowledge of data acquired by the Employee in confidence, trust, or otherwise, prior to the Employee's employment by the Company to which the Employee is a party or by the terms of which the Employee may be bound. The Employee covenants that he/she shall not, during his/her employment with the Company do any act or deed which conflicts with the provisions of any prior contract or agreement. The Employee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.

4. NON COMPETE

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4.1 The Employee agrees that, in consideration of the Company employing the Employee and paying the Employee in terms of the Employment Letter and disclosing Confidential Information to the Employee, the sufficiency whereof the Employee hereby acknowledges and shall not call into question in future, he/she shall devote his/her full attention to the activities of the Company and shall not, either during the term of the Employment Letter or for a period of 12 (twelve) months thereafter, take up employment with any company that is engaging in or himself/herself enter into any business that is identical or similar to, the business carried on by the Company. The Employee further agrees that at any time during the subsistence of the Employment Letter or for a period of 12 (twelve) months subsequent thereto the Employee shall not, directly or indirectly, offer employment or consultancy or otherwise solicit the employees of the Company to work with the Employee or any employer of the Employee.

4.2 The breach alleged or otherwise, by the Company of any obligation shall not affect the validity or enforceability of the Employee's covenants/obligations set forth in this Agreement.

5. GENERAL

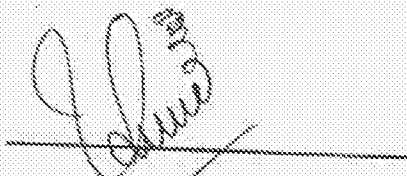
- 5.1 Right to urgent relief: The Employee understands that the Company shall suffer irreparable harm and injury in the event the Employee breaches any of his/her covenants/obligations under this Agreement and that monetary damages shall be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or threatened breach by the Employee of any of the provisions of this Agreement, the Company, shall in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction from any authority or a court of competent jurisdiction in order to prevent or to restrain any such breach by the Employee, or by and/or all persons directly or indirectly acting for, on behalf of, or with, the Employee.
- 5.2 Retrospective Effect: Notwithstanding anything contained in this Agreement, the obligations of the Employee and the rights of the Company arising hereunder shall be deemed to have commenced upon the date of the execution of the Employment Letter regardless of the actual date of execution of this Agreement and shall continue to remain in full force and effect and continue to be binding upon the parties.
- 5.3 Severability: If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision. Further, if and to the extent possible, the parties shall replace such term or provision with a suitable term or provision, in keeping with the general intent of this Agreement.

S. Subramanian

- 5.4 Governing Law: This Agreement shall be governed and construed in accordance with the laws of India and all disputes shall be decided by the competent courts at Bangalore, Karnataka, India.
- 5.5 Amendment: This Agreement may not be amended, except by a signed writing of both parties.
- 5.6 Waiver: No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision.
- 5.7 Assignment: Neither this Agreement nor the rights and obligations hereunder may be assigned without the prior written approval of the other party.
- 5.8 Notice: Formal communications regarding this Agreement should be written to the persons who have signed this Agreement below.
- 5.9 Precedence. In the event of a conflict between the terms of this Agreement and any other document with respect to the matter herein contained, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first herein above written.

Signed and delivered



For Connexios Life Sciences Pvt. Ltd.

the Company aforesaid

By its Director, Suri Venkatachalam

Date: 30/04/08

Signed and delivered by



Mr/Ms/Dr S. SULTHAN ALAV

the Employee aforesaid

Date: 29/04/08

Annexure 1

This Post Employment Obligations Agreement (hereinafter called as the 'Agreement') is made and entered on this 8th day of APRIL, 2011 (Effective Date)

BY AND BETWEEN

Connexio Life Sciences Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at # 49, Shilpa-Vidya, 1st Main Road, J.P. Nagar 3rd Phase, Bangalore-560078, (hereinafter called as the 'Company'), which term shall mean and include its agents, assignees and legal representatives.

AND

Mr./Ms. V. JAYARAJAN having place of residence at 66/20-2, SORDAMANIAM STREET, CHIDAMBARAM (hereinafter called as the 'Resigning Employee'), which term shall mean and include his/her legal representatives.

WHEREAS, the Company had employed the services of Resigning Employee as SCIENTIST (designation) of the Company for a period of 3 YEARS years and who was bound by the terms and conditions of the Employment Agreement dated 11-07-2007 (Effective Date of the Employment Agreement) entered between the Company and the Resigning Employee and whose term of employment is ending on 02-04-2011 (date of termination of employment). AND THEREFORE both the parties wish to enter into this Agreement to set forth the terms and conditions of the post employment obligations of the Resigning Employee in addition to any post employment obligations provided in the Employment Agreement dated 11-07-2007 entered between the Company and the Resigning Employee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

1.1 'Party' shall mean the Company or the Resigning Employee based on the context and the 'Parties' shall mean both the Company and the Resigning Employee.

1.2 'Confidential Information' shall mean any information, including and not limited to chemical or biological materials, know how, data, techniques, formulas, algorithms, test data, research plans, presentations, documents, programs, methods, processes, client or customer information, business information, invention disclosures, models, which is disclosed by the Company to the Resigning Employee or comes to the knowledge of the Resigning Employee during his/her term of the employment with the Company.

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02/04/2011

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Exclusions:

Confidential Information shall not include:

- i) The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Resigning Employee; or
- ii) The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- iii) The information, which was already known to the Resigning Employee, has been received from a source other than the Company.

1.3 'Intellectual Property' shall mean inventions, discoveries, works of authorship, varieties, improvements, information, materials and so on capable of being protected or in the process of being protected or protected as patents, trademarks, copyrights, trade secrets and other types of Intellectual Property, which is generated by the Resigning Employee during the term of his employment with the Company.

2. Obligations of the Resigning Employee

Non-competition and Confidentiality

2.1 Resigning Employee acknowledges that his/her position with the Company was special, unique and intellectual in character and his/her position in the Company had placed him in a position of confidence and trust with the Employees and clients of the Company.

2.2 Resigning Employee agrees that during the term of employment and thereafter the Resigning Employee shall not directly or indirectly:

- (i) engage in or contribute his/her knowledge and abilities, for a period of two years from the date of this agreement, to any business or entity in competition with the Company;
- (ii) employ or attempt to employ or assist anyone in employing any person who is an Employee of the Company or was an Employee of the Company during the one year period prior to the Effective Date of this Agreement;
- (iii) attempt in any manner to solicit from any client business of the type performed by the Company or persuade any client of the Company to cease doing business or reduce the amount of business that such client has customarily done with the Company.

2.3 Resigning Employee acknowledges that Resigning Employee had access to Confidential Information of the Company and its clients.

2.4 Resigning Employee agrees not to use or disclose any Confidential Information disclosed to or generated by the Resigning Employee or which came to his/her knowledge during the term of his employment with the Company to any third party other than in connection with

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performing Resigning Employee's duties or activities for the Company in accordance with this Agreement.

Other Obligations

2.5 All records, files, lists, including computer generated lists, drawings, documents, equipment or any other Confidential Information relating to the Company's business which Resigning Employee had prepared or received from the Company shall remain the Company's sole and exclusive property.

2.6 Resigning Employee agrees to promptly return to the Company all Confidential Information and Intellectual Property or any other materials and property of the Company in his/her possession.

2.7 Resigning Employee undertakes that he/she has not copied or causes to be copied, taken any printouts of any documents or other materials originating with or belonging to the Company. Resigning Employee additionally undertakes that he/she has not retained in his/her possession any such documents or other materials.

2.8 Resigning Employee agrees that he/she shall, at the request of the Company, render all assistance and perform all lawful acts that the Company considers necessary or advisable in connection with any Intellectual Property application, prosecution, or any litigation involving the Company or any director, officer, employee, shareholder, agent, representative, consultant, client or vendor of the Company.

2.9 Resigning Employee agrees to be bound by the post-employment obligations provided under clause A of his/her Employment Agreement dated 11-30-2007 entered between the Resigning Employees and the Company.

2.10 Resigning Employee further agrees that in addition to be bound by the provisions relating to the Confidentiality and Intellectual Property under this Agreement, the provisions relating to Confidentiality and Intellectual Property under clauses 3 and 2 of his/her Employment Agreement dated 11-30-2007 entered between the Resigning Employees and the Company survives the termination of his/her employment with the Company.

3. Intellectual Property

3.1 Any Intellectual Property generated by Resigning Employee, alone or with others, during the term of his/her employment with the Company and applicable to the business of the Company, shall become the sole and exclusive property of the Company.

[Signature]
08/04/2011

3.2 Resigning Employee undertakes that he/she has disclosed all the information about any Intellectual Property generated by him or with others during the term of his employment with the Company to the Company.

3.3 Resigning Employee understands that the Company retains the right of naming a person as the inventor of any invention under the laws of the inventorship and that the Resigning Employee may only be named as the inventor of any invention made by the Resigning Employee or with others during the term of his employment with the Company at the discretion of the Company and that the Resigning Employee shall have no right to claim any inventorship in such a case.

3.4 Resigning Employee shall also (i) execute all documents requested by the Company for vesting in the Company the entire right, title and interest in and to the Intellectual Property; (ii) co-operate and execute all documents requested by the Company for acquiring the Intellectual Property generated during the term of his employment with the Company; and (iii) give the Company all assistance it may reasonably require, including the giving of testimony in any application, prosecution, suit, action, investigation or other proceeding, in order to obtain, maintain and protect the Company's right therein and thereto.

4. Representations and Warranties

4.1 Resigning Employee hereby represents and warrants to the Company as follows:

- (i) Resigning Employee has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of her obligations hereunder;
- (ii) the execution and delivery of this Agreement by Resigning Employee and the performance of his/her obligations hereunder shall not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Resigning Employee is a party or by which he is or may be bound or subject; and
- (iii) Resigning Employee is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any Confidential Information or the provision of any employment, consulting or other services.

5. Liability and Indemnity

5.1 The Resigning Employee shall be liable to Indemnify and hold harmless the Company from and against any and all claims, demands, actions, liabilities, judgments, costs and expenses of whatever kind, whether based on infringement, contract, negligence, strict liability, or statutory liability, arising out of his/her obligations or activities during the term of his/her employment with the Company.

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6. Arbitration

6.1 Any and all disputes arising under or relating to the interpretation or application of this Agreement or concerning Resigning Employee's employment with the Company or termination thereof, shall be subject to arbitration in Bangalore as per the Arbitration and Conciliation Act, 1996.

6.2 The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Paragraph shall limit the right of the Company to enforce by court injunction or other equitable relief the Resigning Employee's obligations non-competition and confidentiality provisions of this Agreement.

7. Governing Law

7.1 This Agreement shall be governed by, construed and enforced in accordance with the laws in force in India.

7.2 If any provision of this agreement is deemed invalid by a court due to any reason whatsoever, such provision shall be enforceable in accordance with the law as deemed valid by the court. Invalidity of any such provision shall not affect any other provision of the agreement in any manner and the agreement shall be deemed to be valid and enforceable in the light of its objectives.

8. Jurisdiction

8.1 The jurisdiction for any disputes arising under this agreement shall be the Courts of Bangalore.

9. Successors and Assigns

9.1 Neither this Agreement, nor any of Resigning Employee's duties or obligations hereunder, may be assigned by Resigning Employee.

9.2 This Agreement shall be binding upon and inure to the benefit of Resigning Employee and her heirs and legal representatives and the Company and its successors.

10. Notices

10.1 All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if delivered by hand or registered post to the

[Handwritten Signature]
08/04/2011

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applicable party or the addresses mentioned at the beginning of this agreement. Addresses may be changed by notice in writing signed by the addressee.

11. Amendment

11.1 No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by the parties to this Agreement.

12. Entire Agreement

12.1 This Agreement embodies the entire agreement of the parties hereto with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written, between Resigning Employee and the Company.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as on The Effective Date:

Connexios Life Sciences Pvt Ltd

M. R. Jagannath

Name: M. R. JAGANNATH
Title:

Resigning Employee

M. R. Jagannath

Name: VIJAYARAMALINGAM, K.
Title: SCIENTIST

Witnesses

1. [Signature]
2. [Signature]

**INTELLECTUAL PROPERTY PROTECTION, NON-DISCLOSURE AND NON-
COMPETE AGREEMENT**

THIS AGREEMENT is executed on this the 7th day of MAY 2007, BY AND BETWEEN:

Mr/Ms H.S. PRASAD son / wife / daughter of
C. DAMBELINGAIAH aged 36 years, residing at
24/E, VAJARANAHALLY, THALAGATTAPURA (POST)
BANGALORE- 62 (hereinafter referred to as

the "Employee", which expression shall, where the context admits, include his / her
heirs, executors, administrators, legal representatives and successors-in-interest) of the
ONE PART;

AND

Connexios Life Sciences Pvt. Ltd. a company incorporated under the
Companies Act, 1956 and having its registered offices at No.49, "Shilpa Vidya",
1st Main Road, 3rd Phase, J.P.Nagar, Bangalore-560078 (hereinafter referred to
as the "Company", which expression shall, where the context admits, include its
successors and assigns) of the OTHER PART.

WHEREAS:

- A. The Company has offered and the Employee has accepted employment with the
Company in terms of a Letter of Offer dated 2/1/2007 (the
"Employment Letter").
- B. In accordance with and as required by the terms of the Employment Letter, the
Employee hereby executes this Intellectual Property Protection, Non-Disclosure
and Non-Compete Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "Company Property" includes, but is not limited to the following: all laboratory
materials, including notes, protocols, lab notebooks, reagents, chemicals,
labware, instruments, bio-materials, cell systems and animal models for
experimentation, all originals and copies (in whatever form) of Confidential
Information and Inventions, and any and all notes, data, notebooks, memoranda,
lists, records, reports, drawings, sketches, specifications, computer programs,
designs, graphics, architectures, frameworks, devices and models (or portions of

any of them), passwords, codes, personal computers, laptops, fax machines, scanners, copiers, printers, tools, cdroms, diskettes, intangible information stored on diskettes, pagers, cellular phones, credit cards, telephone charge cards, manuals, building keys and passes, access cards, and any documentation or other materials of any nature, whether written, printed, electronic or in digital format or otherwise, relating to any matter concerning the Company business and any other Company Property in the Employee's possession, custody or control.

- 1.2 "Confidential Information" shall mean and include, without limitation, any and all information, including all written or oral disclosures made by the Company to the Employee or otherwise received by the Employee in the course of his/her employment with the Company or any intellectual property belonging to the Company, and shall specifically include, without limitation, lab notebooks and protocols, pricing, methods, processes, financial data, technical data, lists, products, trade secrets, know-how, photographs, plans, notes, renderings, computer programs, computer readable video, audio or sound files, and samples relating thereto as well as any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence.

- 1.3 "Inventions" includes, but is not limited to, the following: All ideas, designs, prototypes, schematics, compilations, devices, databases, technology, algorithms, trade secrets, concepts, methodologies, customer lists, goodwill, trade marks, service marks, trade names and general intangibles of like nature, and related know-how which result from work performed (by the Employee or anyone else), all discoveries, developments, designs, improvements, inventions, formulae, processes, methods, works of authorship, articles, books, manuals, techniques, computer software or hardware programs, strategies, know-how and data, whether or not patentable or registerable, and all work product (by the Employee or anyone else) relating thereto, that (a) relate to research or development activities or the business of the Company or any actual or potential customer, partner or supplier of the Company; or (b) result from tasks assigned to the Employee by the Company; or (c) result from use of premises or Company Property.

2. INTELLECTUAL PROPERTY PROTECTION

- 2.1 The Employee agrees that all the Company Property shall be and remain the sole and exclusive property of the Company. The Employee will be responsible for the safekeeping and except for consumable items, return in good condition and order, of all the Company Property, which may be in Employee's use, custody or charge.
- 2.2 The Employee further agrees that during employment, the Employee shall not make, use or permit to be used any Company Property except for the benefit of

the Company. The Employee also agrees that after termination of employment with the Company for any reason, the Employee will not use, or permit others to use any Company Property and the Employee will immediately surrender to the Company all Company Property in the Employees possession, custody or control.

- 2.3 Employee acknowledges that all and any Company Property would be received by the Employee in trust from the Company to be used strictly for the purpose for which it is meant.
- 2.4 The Employee shall not use the trademarks, service marks, proprietary words or symbols of Company without its prior written consent.
- 2.5 The Employee will fully and promptly disclose to the Company and no one else all inventions generated, authored, conceived, discovered, developed or reduced to practice or learned by the Employee, either alone or jointly with others, while the Employee is employed by the Company.
- 2.6 The Employee agrees that all inventions are and will be the sole, absolute, exclusive, worldwide and perpetual property of the Company (and its assigns), as works made for hire or otherwise. To the extent any inventions are not or are deemed not to be works made for hire, The Employee hereby, without additional compensation, irrevocably and perpetually assign to the Company any and all worldwide and perpetual rights, title and interest (including but not limited to, tangible and intangible rights such as patents, copyrights, trademarks, trade secrets, licensing and publishing rights) that the Employee now has or may acquire in and to all inventions, benefits and rights relating thereto. The Employee hereby irrevocably transfer and assign to the Company any moral rights, worldwide and in perpetuity that the Employee may have with respect to any works that the Employee has assigned to the Company. To the extent the Employee cannot assign such rights, the Employee hereby waives and agrees not to assert such rights against the Company or its assigns. If the Employee has any rights to the inventions or Company Property that cannot be assigned to the Company, or waived by the Employee, then the Employee unconditionally and irrevocably grants to Company, an exclusive, irrevocable, perpetual, worldwide and royalty free license to exercise all such rights of an author of such works including the right to assign, or sublicense through multiple levels of sub licensees, reproduce, create derivative works, distribute, publicly perform and display by all means now known or later developed rights.
- 2.7 The Employee agrees that the assignment will not lapse if the Company does not exercise its rights under the aforesaid assignment within the period prescribed by law.
- 2.8 The Employee agrees that the Employee will sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignment of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and

interests in any invention. The Employee further agrees to assist the Company in every reasonable way, both during and after the Employee's employment with the Company (at the Company's expense), to obtain, maintain and from time to time enforce, patents, copyrights, trademarks, trade secrets, mask work, and other rights and protections relating to inventions.

- 2.9 If, before employment with the Company, the Employee has created any inventions that Employee wishes not to be subject to this Agreement, all such inventions are to be identified in the attached **Annexure 1**. The Employee's failure to complete and return the **Annexure 1** to the Company constitutes a representation by the Employee that the Employee has made no such inventions by the time Employee signed this Agreement.

3. CONFIDENTIALITY

- 3.1 The Employee agrees that he / she shall, at all times, during the term of his/her employment with the Company hold the Confidential Information in trust for the Company and shall not in any manner use, transfer, publish, disclose, or report the Confidential Information, directly or indirectly, except to other employees of the Company or to authorized third parties, but only as may be necessary in either case, in the ordinary course of the duties of the Employee for the Company or otherwise as directed by the Company.
- 3.2 The Employee has not brought, and agrees he/she will not bring, with him/her to the Company for use in his/her employment with the Company, any materials or documents of a former employer or any other person or entity for whom he/she has provided services (whether paid or unpaid) that are not generally available to the public unless he/she has obtained express written authorization from the former employer or other person or entity for whom he/she has provided such services, for the possession and use of such materials or documents.
- 3.3 The Employee agrees that notwithstanding the cessation of his/her employment, the provisions of this Agreement shall continue to remain binding on the Employee for a further period of 3 (three) years from the date of cessation of his/her employment.
- 3.4 The Employee agrees that he/she shall, not, directly or indirectly, disclose, transfer, or use any Confidential Information, except with the prior written consent of the Company or except, in accordance with the provisions of Clause 3.5 hereunder, when so required pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body.
- 3.5 If the Employee is required, either during his/her employment or at any time within the 3 (three) year period after the cessation of his/her employment, to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, as specified in Clause 3.4 above, the Employee shall, forthwith, upon receiving notice of the

requirement of such disclosure, give adequate notice to the Company thereof so as to allow the Company a reasonable opportunity to limit such disclosure. In any event the Employee, in making such disclosure shall only disclose such part of the Confidential Information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.

- 3.6 The absence of any marking or statement that a particular item of information is Confidential Information shall not affect its status as Confidential Information. The Employee shall bear the burden of proving that, that information is not Confidential Information. Further, the Company makes no warranties, express or implied, with respect to the Confidential Information, including, but not limited to the warranties of merchantability or fitness for a particular purpose. The Confidential Information is provided "as is".
- 3.7 Notwithstanding the foregoing, Confidential Information does not include (a) information that is or becomes publicly available independent of any act which constitutes a violation of this Agreement, (b) information that is already rightfully known by the Employee at the time of its disclosure by the Company, (c) information that a third party discloses to the Employee without violating any duty of confidentiality or (d) information that is independently developed by the Employee without violation of a confidentiality obligation.
- 3.8 All lab based material including, designs, protocols, notebooks, documents, data, cd-roms and pen drives, tapes, reference items, sketches, drawings, memoranda, records, and other materials and media in any way containing any Confidential Information or related to the Confidential Information or otherwise to the Company's business shall belong exclusively to the Company. The Employee shall make copies of such material only if absolutely necessary in the course of the Employee's employment with the Company or otherwise for the benefit of the Company. The Employee hereby undertakes to return to the Company all copies of such materials in the Employee's possession or under the Employee's control at the request of the Company or, in the absence of such a request, forthwith upon termination of employment.
- 3.9 The Employee represents and warrants that the performance by him/her of all of the terms of this Agreement and any services to be rendered by him/her as an Employee of the Company do not and will not breach any fiduciary or other duty, covenant, or agreement relating to any proprietary information, knowledge of data acquired by the Employee in confidence, trust, or otherwise, prior to the Employee's employment by the Company to which the Employee is a party or by the terms of which the Employee may be bound. The Employee covenants that he/she shall not, during his/her employment with the Company do any act or deed which conflicts with the provisions of any prior contract or agreement. The Employee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.

4. NON COMPETE

- 4.1 The Employee agrees that, in consideration of the Company employing the Employee and paying the Employee in terms of the Employment Letter and disclosing Confidential Information to the Employee, the sufficiency whereof the Employee hereby acknowledges and shall not call into question in future, he/she shall devote his/her full attention to the activities of the Company and shall not, either during the term of the Employment Letter or for a period of 12 (twelve) months thereafter, take up employment with any company that is engaging in or himself/ herself enter into any business that is identical or similar to, the business carried on by the Company. The Employee further agrees that at any time during the subsistence of the Employment Letter or for a period of 12 (twelve) months subsequent thereto the Employee shall not, directly or indirectly, offer employment or consultancy or otherwise solicit the employees of the Company to work with the Employee or any employer of the Employee.
- 4.2 The breach alleged or otherwise, by the Company of any obligation shall not affect the validity or enforceability of the Employee's covenants/obligations set forth in this Agreement.

5. GENERAL

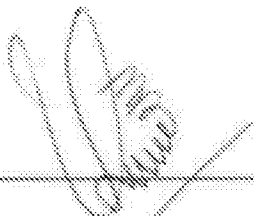
- 5.1 Right to urgent relief: The Employee understands that the Company shall suffer irreparable harm and injury in the event the Employee breaches any of his/her covenants/obligations under this Agreement and that monetary damages shall be inadequate to compensate the Company for such breach. Accordingly, in the event of any breach or threatened breach by the Employee of any of the provisions of this Agreement, the Company, shall in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction from any authority or a court of competent jurisdiction in order to prevent or to restrain any such breach by the Employee, or by and/or all persons directly or indirectly acting for, on behalf of, or with, the Employee.
- 5.2 Retrospective Effect: Notwithstanding anything contained in this Agreement, the obligations of the Employee and the rights of the Company arising hereunder shall be deemed to have commenced upon the date of the execution of the Employment Letter regardless of the actual date of execution of this Agreement and shall continue to remain in full force and effect and continue to be binding upon the parties.
- 5.3 Severability: If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any

other term or provision. Further, if and to the extent possible, the parties shall replace such term or provision with a suitable term or provision, in keeping with the general intent of this Agreement.

- 5.4 Governing Law: This Agreement shall be governed and construed in accordance with the laws of India and all disputes shall be decided by the competent courts at Bangalore, Karnataka, India.
- 5.5 Amendment: This Agreement may not be amended, except by a signed writing of both parties.
- 5.6 Waiver: No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision.
- 5.7 Assignment: Neither this Agreement nor the rights and obligations hereunder may be assigned without the prior written approval of the other party.
- 5.8 Notice: Formal communications regarding this Agreement should be written to the persons who have signed this Agreement below.
- 5.9 Precedence: In the event of a conflict between the terms of this Agreement and any other document with respect to the matter herein contained, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first herein above written.

Signed and delivered



For Connexios Life Sciences Pvt. Ltd.

the Company aforesaid

By its Director, Suri Venkatachalam

Date:

Signed and delivered by



Mr/Ms/Dr

H.S. PRASAD

the Employee aforesaid

Date: 07/05/2007