

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3875647

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT CONTAINING ASSIGNMENT
<b>RESUBMIT DOCUMENT ID:</b>	503805184
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AUGUSTINE MICHAEL RAJ	06/06/2011
S. GNANAVEL	11/12/2007
RAMAMOORTHY KOTTAMALAI	01/01/2010
NARESH M P S BABU	07/22/2010
BOMMEGOWDA YADAGANAHALLI KENCHEGOWDA	02/11/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CONNEXIOS LIFE SCIENCES PVT. LTD.
<b>Street Address:</b>	NO. 49, SHILPA VIDYA, FIRST MAIN ROAD, J P NAGAR 3RD PHASE
<b>City:</b>	BANGALORE
<b>State/Country:</b>	INDIA
<b>Postal Code:</b>	560078
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14367614
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	7036841111
<b>Email:</b>	india@ipfirm.com
<b>Correspondent Name:</b>	HAUPTMAN HAM, LLP
<b>Address Line 1:</b>	2318 MILL ROAD
<b>Address Line 2:</b>	SUITE 1400
<b>Address Line 4:</b>	ALEXANDRIA, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	I5814-002
<b>NAME OF SUBMITTER:</b>	SEAN A. PASSINO, REG. NO. 45943
<b>SIGNATURE:</b>	/Sean Allen Passino, reg. no. 45943/
<b>DATE SIGNED:</b>	05/17/2016

**Total Attachments: 37**

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This Post Employment Obligations Agreement (hereinafter called as the 'Agreement') is made and entered on this 06 day of June, 2011 (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

Mr./Ms. A. Augustine Michael Raj having place of residence at No.850, 11 floor, 10<sup>th</sup> cross, 16<sup>th</sup> main, BTM II stage, Bangalore-76 (hereinafter called as the 'Resigning Employee'), which term shall mean and include his/her legal representatives. K. Thalaval Puram (P.O), S. Kailasapuram (via), Tuticorin Dist  
Tamil Nadu - 628301.

WHEREAS, the Company had employed the services of Resigning Employee as Scientist (designation) of the Company for a period of 4 years and 2 months who was bound by the terms and conditions of the Employment Agreement dated \_\_\_\_\_ (Effective Date of the Employment Agreement) entered between the Company and the Resigning Employee and whose term of employment is ending on 06 June 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 1-3-2007 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.

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 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 9, 10, 11 of his/her Employment Agreement dated 1-3-2007 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 10 and 9 of his/her Employment Agreement dated 1-3-2007 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.

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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.

## **10. Notices**

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

THIS AGREEMENT is executed on this the 12<sup>th</sup> day of Nov. 2007, BY AND BETWEEN:

Mr./Ms/Mrs. G. NARAYAN S, son / wife / daughter of  
SADHASIVAM S, aged 28 years, residing at  
G. NARAYAN S, 171/1, KRISHNA REDDY BUILDING,  
CHANDRAPURA (PO), BANGALORE - 81, (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 22 Oct 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

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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

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.

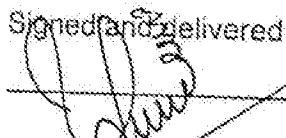


other term or provision. Further, if and to the extent possible, the parties shall replace such term or provision with a suitable term or provision, in keeping with the general intent of this Agreement.

- 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: 12/11/07

Signed and delivered by

  
Mr/Ms/Dr CINANAVEL.

the Employee aforesaid

Date: 12/11/07

**CONFIDENTIAL**

**Employment Agreement (First Renewal)**

This Employment Agreement is made and entered on 1<sup>st</sup> day of January, 2010 ("Effective Date") by and between

**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 term shall mean and include its agents, assignees and legal representatives

AND

Mr./Ms. RAMAMOORTHY K ☒ son / ☐ wife / ☐ daughter of  
R. KOTTAMALAI, aged 28 years, residing at  
198/66, KEELAPATTI STREET, SRIVILLIPUTUR - 626125  
VIRUDHUNAGAR DT., TAMILNADU, (hereinafter referred to as the  
"Employee", which term shall unless repugnant to the context mean and include his/her  
assigns, successors and legal representatives.

WHEREAS, the Employee has been working in the Company since 1-3-10 and the Company desires to retain the services of Employee as SCIENTIST of the Company.

WHEREAS, the Company and the Employee desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between the Company and the 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' or 'Parties' shall mean the Company or Employee or both based on the context.

1.2 'Company Property' shall mean and include without limitation all laboratory materials, including notes, protocols, lab notebooks, reagents, chemicals, lab-ware, 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, cd-roms,

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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.

1.3 '**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.

Exclusion:

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 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 Employee and has been received from a source other than the Company.

1.4 '**Intellectual Property**' shall mean and include without limitation any invention, 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, trade marks, copyrights, trade secrets and other types of intellectual property.

1.5 '**Inventions**' shall mean and include without limitations 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

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assigned to the Employee by the Company; or (c) result from use of premises or Company Property.

## **2. Employment**

2.1 The Employee hereby agrees to continue to work with the Company as SCIENTIST for a consideration.

2.2 The Employee shall perform all activities assigned to him by the Company and agreed by the employee from time to time.

2.3 Employee may be reassigned or transferred to another position, as and when required by the management of the Company, which may or may not provide the same activities, duties or responsibilities as the initial employment, in accordance with the terms and conditions of this agreement.

2.4 The Employee shall, to the best of his/her ability, execute and perform all such duties as he/she may be required by the Company to perform and shall exercise all such powers as may from time to time be assigned to or vested in him/her by the Company.

2.5 The Company, without assigning any reason is entitled to loan or transfer wholly or partly the services of the Employee to any Company, which is or at the material time may be an associate or subsidiary of the Company.

2.6 The Employee shall serve the Company at such place or places in the Union of India as the Company may appoint or at such place or places in the Union of India as the Company to which the services of the Employee have been loaned or transferred as aforesaid may appoint.

2.7 During the period of his/her employment, the Employee shall, if so required by the Company, undertake such traveling in India and elsewhere as the Company from time to time may direct in connection with the business of the Company. The Employee shall be entitled for reimbursement of expenses incurred during such travel as per travel rules of the Company.

2.8 The Employee agrees to abide by all Policies, By-laws, practices, procedures or rules of the Company.

## **3. Consideration**

3.1 During the Employment Term, the Company shall pay the Employee consideration as per the last salary revision given by the Company and agreed by the employee. As far as practicable, the salary will be paid by the Company to the Employee on the last working day of the month for which the salary becomes due and payable.

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time to time require. In the case of emergency, the Employee shall devote a longer period than the ordinary working hours in the services of the Company free of any remuneration other than that provide in this Agreement.

5.4 The Employee shall not at any time either during the continuance or after the termination of his/her employment hereunder, except as may be required in connection with his/her employment hereunder or as may be consented to by the Company in writing, divulge either directly or indirectly to any person, firm or Company or use for himself/herself or another any knowledge, information or documents which the Employee may acquire during the course of and incidental to his/her employment concerning the business, property, contracts, contractors, methods or working processes, trade secrets, transactions or affairs of the Company or any Company which is, or at the time may be, an associate or a subsidiary of the Company. It is expressly understood that in all the above matters, Employee is only agent of the Employer in the Company and as such do not have any proprietary interest in any of the above.

5.5 The Employee shall during the continuance of his/her employment hereunder, give to the Company all such explanations, information, data and assistance regarding the contract work or research under the control and supervision of the Employee as the Company may require.

5.6 The Employee shall not without the express consent of the Company in writing, pledge the credit of the Company or enter into any commitments, dealings or obligations on behalf of the Company for which the Employee has no express authority from the Company.

5.7 The Employee shall not directly or indirectly, accept any commission, profits, presents or gratification of any kind from any person, firm or Company having dealings with Company and if he/she is offered any such commission, profits, presents or gratification he/she shall immediately report the same to the Company in writing and if called upon to do so by the Company shall forthwith hand over the same to the Company.

5.8 The Employee shall inform the Company without delay of any dishonesty on the part of any other Employee of the Company that may come to the Employee's knowledge.

5.9 The Employee shall not during his/her employment with the Company, willfully waste, spoil, embezzle, or destroy any tools, implements, machinery or other property committed to his/her care or charge.

5.10 The Employee shall not without the for previous consent of the Company in writing, at any time during the continuance of this Agreement, publish or cause to be published any book, booklet, leaflet, brochure, or pamphlet or contribute any article or review to any newspaper, magazine or other publications, whether remuneration or

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otherwise where such publication concerns the Employee's area of work activity with the Company.

## **6. Exclusive Services and Best Efforts**

6.1 The Employee shall give and devote the whole of his/her work day exclusively to his/her duties with the Company and during the period of the Agreement shall not engage himself/herself, directly or indirectly without the prior consent in writing of the Company with or without remuneration in any trade, business, occupation, employment, service or calling which is similar or substantially similar to that which is carried on by the Company, nor shall he/she undertake any activities which are contrary to or inconsistent either with his/her duties and obligations under this agreement or with the Companies interests.

6.2 Employee agrees to devote his/her best efforts, energies and skill to the discharge of the duties and responsibilities attributable to his/her position, and to this end, he will devote his/her full time and attention exclusively to the business and affairs of the Company.

6.3 Employee agrees that he shall not take personal advantage of any business opportunities which arise during his/her employment and which may benefit the Company. All material facts regarding such opportunities must be promptly reported to the management of the company for consideration by the Company.

## **7. Term and Termination**

7.1 Employee's term of employment under this Agreement shall be ten (10) years from the effective date of this agreement unless extended in writing by both the Company and Employee or earlier terminated pursuant to the terms and conditions set forth in this Agreement.

7.2 The term of employment shall terminate on the date of Employee's death, in which event Employee's salary and benefits owing to Employee through the date of Employee's death shall be paid to his/her estate. Employee's estate will not be entitled to any other compensation under this Agreement.

7.3 The Employee shall unless the Company otherwise notifies him/her in writing, retire from the services of the Company on his/her attaining the age of sixty years.

7.4 During employment with the Company after confirmation, the Company will be entitled to terminate the Employees services without assigning any reason, by giving the Employee 90 days notice in writing or by payment of 90 days salary in lieu of such notice. In the event of the Employee desiring to leave the service of the Company, he/she shall give to the Company 90 days notice in writing. However, the Company may, at its sole discretion relieve the Employee of his/her duties any time

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during his/her notice period and, in that event, he/she shall be paid his/her salary up to the last working day only.

7.5 The Company may terminate this Agreement for any reason specified in clause 7.6 without giving any notice to the Employee. Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except for accrued salary and benefits owed to Employee through the Termination Date.

7.6 An Employee may be terminated for any of the following reasons:

7.6.1 any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on the part of the Employee or the breach by the Employee of any of the terms, conditions or stipulations contained in this Agreement or failure to fully cooperate in any investigation by the Company or any breach of this Agreement or Company policies and rules or any other misconduct by Employee;

7.6.2 the Employee being adjudged an insolvent or applying to be adjudged an insolvent or making a composition arrangement with his/her creditors or being held guilty by the competent Court of any offence involving moral turpitude;

7.7 For the purpose of sub clause 7.7.1 hereof, the Companies option as to whether any of the events mentioned therein has occurred shall be final and binding upon the Employee and the Employee shall not be entitled to question the same on any ground whatsoever.

7.8 It is expressly agreed by and between the parties hereto that

7.8.1 any indulgence granted or forbearance shown by the Company in connection with any breach on the part of the Employee or any of the provisions, condition, and stipulations herein contained shall not be deemed to imply waiver by the Company of its rights hereunder and shall not preclude the Company from at any time enforcing its rights under this agreements the Employee.

7.8.2 any termination by the Company of the Employees employment hereunder shall be without prejudice to any claim which the Company may have against the Employee in respect of any act or omission of the Employee, whether committed before or at the time of the termination of the Employees employment hereunder.

7.9 Upon termination by the Company, the Employee shall hand over charges to such person nominated for that purpose by the Company and shall deliver to such person Company Property as may be in the Employee's possession, custody or control.

7.10 Employee's obligations under Non-competition, Intellectual Property and Confidentiality clauses shall continue pursuant to the terms and conditions of this Agreement.

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7.11 The Employee shall not at any time, after the termination of this Agreement, for whatever causes, either personally or by his/her agent, directly or indirectly

- (a) represent himself/herself as being in any way connected with or interested in the Company;
- (b) either on his/her own account or for any person, firm or Company, canvass or solicit orders or business from any customer or client of the Company;
- (c) either on his/her own account or for any person, firm or Company solicit, interfere with or endeavor to entice away from the Company any Employee of the Company;
- (d) do any other act or thing calculated to prejudice the interests or business activities of the Company;

7.12 Nothing in this Clause shall, however, be deemed to prohibit the Employee carrying on, after the termination of this Agreement, his/her general profession as in such manner as shall not unfairly compete with the interests of the Company.

#### **8. Use and Return of Company Property**

- 8.1 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.
- 8.2 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.
- 8.3 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.

#### **9. Intellectual Property**

- 9.1 If, during the continuance of this Agreement, the Employee either alone or jointly with any other person or persons (whether or not said person or persons are employed in the service of the Company) makes or devises any invention, discovery, process or improvement (whether patentable or not) or compiles any data relating to any plant, machinery appliance, project, process, technique or method of manufacture or

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construction now or hereafter used, made or dealt in by the Company or relating to any plant, machinery, appliance, project, process, technique or method of manufacture or construction which may be substituted for used in conjunction with any plant, machinery, appliance, project, process, technique or method of manufacture or construction now or hereafter used made or dealt with by the Company, the following provisions shall have effect;

9.1.1 The Employee shall disclose fully to the Company such invention, discovery, process improvement or data and shall deliver to the Company all papers, working, drawings, statistics, formulate and specifications relating thereto.

9.1.2 If the Company so deserves, the Employee shall forthwith co-operate with the Company in taking all necessary steps to patent, in the name of the Company, any such invention, discovery, process or improvement patentable in any country throughout the world, which may be specified by the Company and shall, whenever required by the Company, deliver to the Company evidence for interference purposes or other legal proceedings and will testify in any interference or any other legal proceedings.

9.1.3 All expenses in connection with the patenting and maintenance of patent rights in any such inventions, discovery, process or improvement and all profits accruing there from howsoever and wheresoever derived, shall belong to the Company during the whole currency of the patent or any renewal thereof, notwithstanding termination of this Agreement.

9.1.4 The Employee shall assign and transfer to the Company all of his/her right, title and interest in and shall have no personal right in or to use of any such inventions, discovery, improvement, process or data whether during the currency of or after termination of this Agreement and shall not use the same except with the prior written consent of the Company which the Company shall be under no obligation to give.

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

9.3 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.

9.4 The Employee agrees that all Inventions are and will be the sole, absolute, exclusive, worldwide and perpetual property of the Company, 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

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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.

9.5 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.

9.6 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.

9.7 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.

#### 10. Non competition

10.1 Employee acknowledges that his/her position with the Company is special, unique and intellectual in character and his/her position in the Company will place him in a position of confidence and trust with Employees and clients of the Company.

10.2 Employee agrees that during the term of employment and for a period of two (2) years thereafter, the Employee will not directly or indirectly:

10.2.1 (whether as Employee, director, officer, consultant, principal, Employee, agent or otherwise) engage in or contribute Employee's knowledge and abilities to any business or entity in competition with the Company;

10.2.2 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 previous one year period; or

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10.2.3 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.

10.3 Employee agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the Company. If any of the covenants set forth herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

## 11. Confidentiality

11.1 Employee acknowledges that Employee will have access to Confidential Information of the Company and its clients.

11.2 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.

11.3 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.

11.4 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 when so required pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body.

11.5 If the Employee is required to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, 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.

*Ramamurthy*

11.6 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".

11.7 Employee agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the Company. If any of the covenants set forth herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

## 12. Notice

Any notice required to be given by either party to the other hereunder shall be duly given if sent by registered post to the other party at the following address, unless either of them has notified the other in writing a change of address:

i) CONNEXIOS LIFE SCIENCES PVT.LTD.  
# 49, Shilpa-Vidya,  
First Main Road, J.P.Nagar 3<sup>rd</sup> Phase,  
Bangalore - 560 078.

ii) RAMAMOORTHY, K  
198/66, KEELAPPATTI STREET,  
SRIVILLIPUTHUR-626 125  
VIRUDHUNAGAR DT, TAMIL NADU.

Any notice given by post shall be deemed to have been served at the expiration of 48 hours from the date of posting and to prove such service it shall be sufficient if the envelope containing the notice was properly addressed and posted as a prepaid letter.

## 13. Dispute Settlement and Governing Law

In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or any claim of liability of any Part including the Surety, the same shall be referred for arbitration to a person to be nominated by the Company whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to be a submission to arbitration under the Indian Arbitration Act, 1996 or any other enactment thereof. The venue of arbitration shall be Bangalore.

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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

Ramamurthy  
1/1/10

Mr/Ms/Dr  
the Employee aforesaid

Date: 1/1/10

Ramamurthy

## POST EMPLOYMENT OBLIGATIONS AGREEMENT

This **Post Employment Obligations Agreement** (hereinafter called as the 'Agreement') is made and entered on this 22 day of July, 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

Mr.Naresh Babu M.P.S. having place of residence at Avulakuppam Village, Ramakuppam, Chitoor District, 517401 (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 of the Company for a period of one year and one month and who was bound by the terms and conditions of the Employment Agreement dated 17<sup>th</sup> July 2008 (Effective Date of the Employment Agreement) entered between the Company and the Resigning Employee and whose term of employment is ending on 21<sup>st</sup> August, 2009 (date of termination of employment). AND THEREFORE the Company and the Resigning Employee wishes 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 17<sup>th</sup> July 2008 and IP Protection and Non disclosure and non Compete Agreement dated 17<sup>th</sup> July 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.

*M.P.S. Naresh Babu*

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 thereafter the Resigning Employee shall not directly or indirectly:

- (i) engage in or contribute his/her knowledge and abilities 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. P. S. Narayana Reddy*

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(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 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 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 19 of his Employment Agreement dated 17<sup>th</sup> July, 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 and Intellectual Property under clauses 12 of his Employment Agreement dated 17<sup>th</sup> July, 2008 entered between the Resigning Employees and the Company survives the termination of his/her employment with the Company.

*M.P.S. Narayana Babu*



### **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.

*M. P. S. Narash Babu.*

## **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.

## **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.P.S. Narayn Babu

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applicable party o 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. Neither party shall be not bound by any term nor is condition other than as expressly set forth herein.

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: Chief Scientific Officer

Resigning Employee

M.P.S. Naresh Babu

Name: Naresh Babu

Title: Scientist

Witnesses

1.

2.

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## Employment Agreement

This Employment Agreement is made and entered on 11<sup>th</sup> day of February 2008 ("Effective Date") by and between

**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 term shall mean and include its agents, assignees and legal representatives.

AND

*Yadavagomahalli* **Mr. Hommegowda Y.K.** son of **Mr. Kenchegowda Y.B** aged 28 years, residing at **Yadavagomahalli (vil), Maddur (tg), Mandya (dt), 5711422**, (hereinafter referred to as the "Employee", which term shall unless repugnant to the context mean and include his/her assigns, successors and legal representatives. *5711422*,

WHEREAS, the Company desires to retain the services of Employee as "Scientist" of the Company.

WHEREAS, the Company and the Employee desire to enter into this Agreement to set forth the terms and conditions of the employment relationship between the Company and the 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' or 'Parties' shall mean the Company or Employee or both based on the context.

1.2 'Company Property' shall mean and include without limitation all laboratory materials, including notes, protocols, lab notebooks, reagents, chemicals, lab-ware, 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, cd-roms, 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.

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1.3 '**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.

Exclusion:

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 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 Employee and has been received from a source other than the Company.

1.4 '**Intellectual Property**' shall mean and include without limitation any invention, 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, trade marks, copyrights, trade secrets and other types of intellectual property.

1.5 '**Inventions**' shall mean and include without limitations 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. Employment

2.1 The Employee hereby agrees to work with the Company as "**Scientist**" for a consideration.

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- 2.2 The Employee shall perform all activities assigned to him by the Company, which are specifically provided in **Schedule A** of this agreement.
- 2.3 Employee may be reassigned or transferred to another position, as and when required by the management of the Company, which may or may not provide the same activities, duties or responsibilities as the initial employment, in accordance with the terms and conditions of this agreement.
- 2.4 The Employee shall, to the best of his/her ability, execute and perform all such duties as he/she may be required by the Company to perform and shall exercise all such powers as may from time to time be assigned to or vested in him/her by the Company.
- 2.5 The Company, without assigning any reason is entitled to loan or transfer wholly or partly the services of the Employee to any Company, which is or at the material time may be an associate or subsidiary of the Company.
- 2.6 The Employee shall serve the Company at such place or places in the Union of India as the Company may appoint or at such place or places in the Union of India as the Company to which the services of the Employee have been loaned or transferred as aforesaid may appoint.
- 2.7 During the period of his/her employment, the Employee shall, if so required by the Company, undertake such traveling in India and elsewhere as the Company from time to time may direct in connection with the business of the Company. The Employee shall be entitled for reimbursement of expenses incurred during such travel as per travel rules of the Company.
- 2.8 The Employee agrees to abide by all Policies, By-laws, practices, procedures or rules of the Company.

### **3. Consideration:**

- 3.1 During the Employment Term, the Company shall pay the Employee a salary at the rate of **INR 2, 16,000/- per annum**. As far as practicable, the salary will be paid by the Company to the Employee on the last working day of the month for which the salary becomes due and payable.
- 3.2 All income tax and other impositions, if any, payable on account of the Employee in respect of his/her salary shall be calculated by the Company and deducted from the payments of fixed salary under this Clause; provided that the Company shall not itself be liable to pay any amount of tax or other imposition payable by the Employee which the Company may have failed to deduct as aforesaid.
- 3.3 The Employee shall not be entitled to any remuneration, allowance, benefit or perquisites of any kind other than those expressly specified in his/her letter of appointment and/or specifically agreed to by the Employer during the course of employment.

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- 3.4 The Employee shall submit to the Company periodic statements of all expenses incurred by him during the course of his/her employment. Subject to such audits as the Company may deem necessary, the Company may reimburse the Employee the full amount of any such expenses advanced by him in the ordinary course of employment.

#### **4. Leave**

- 4.1 Employees shall be entitled to privilege Casual and Sick leave according to Company leave policy and or statutory provisions as may be in force from time to time.
- 4.2 If the Employee shall at any time be prevented by ill health or accident from performing his/her duties hereunder, he/she shall inform the Company and supply such details with regard thereto as the Company may reasonably require. The Employee shall, if called upon by the Company, submit himself/herself to examination by a medical practitioner appointed by the Company.

#### **5. Duties and Responsibilities**

- 5.1 The Employee shall diligently, faithfully and to the best of his/her abilities, serve the Company, use his/her best endeavors to promote the interests of the Company, perform all the duties entrusted to him/her from time to time and for the performance of all such duties use all the knowledge, skill and experience which he/she possesses.
- 5.2 The Employee shall obey and comply with all the orders and directions given to him/her by the Company and faithfully observe all the rules and regulations of the Company's staff as may be in force from time to time, and any additions and alterations thereto which may be given from time to time and which may be applicable to the Employee in so far as the same are not inconsistent with this Agreement and all such rules and regulations shall be deemed to be incorporated in this Agreement and to form part hereof.
- 5.3 The Employee shall attend punctually at such place or places at his/her duties may require during such hours of work as the Company in its absolute discretion may from time to time require. In the case of emergency, the Employee shall devote a longer period than the ordinary working hours in the services of the Company free of any remuneration other than that provide in this Agreement.
- 5.4 The Employee shall not at any time either during the continuance or after the termination of his/her employment hereunder, except as may be required in connection with his/her employment hereunder or as may be consented to by the Company in writing, divulge either directly or indirectly to any person, firm or Company or use for himself/herself or another any knowledge, information or documents which the Employee may acquire during the course of and incidental to his/her employment concerning the business, property, contracts, contractors, methods or working processes, trade secrets, transactions or affairs of the Company

*Bennet*

or any Company which is, or at the time may be, an associate or a subsidiary of the Company. It is expressly understood that in all the above matters, Employee is only agent of the Employer in the Company and as such do not have any proprietary interest in any of the above.

5.5 The Employee shall during the continuance of his/her employment hereunder, give to the Company all such explanations, information, data and assistance regarding the contract work or research under the control and supervision of the Employee as the Company may require.

5.6 The Employee shall not without the express consent of the Company in writing, pledge the credit of the Company or enter into any commitments, dealings or obligations on behalf of the Company for which the Employee has no express authority from the Company.

5.7 The Employee shall not directly or indirectly, accept any commission, profits, presents or gratification of any kind from any person, firm or Company having dealings with Company and if he/she is offered any such commission, profits, presents or gratification he/she shall immediately report the same to the Company in writing and if called upon to do so by the Company shall forthwith hand over the same to the Company.

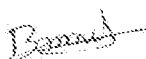
5.8 The Employee shall inform the Company without delay of any dishonesty on the part of any other Employee of the Company that may come to the Employee's knowledge.

5.9 The Employee shall not during his/her employment with the Company, willfully waste, spoil, embezzle, or destroy any tools, implements, machinery or other property committed to his/her care or charge.

5.10 The Employee shall not without the for previous consent of the Company in writing, at any time during the continuance of this Agreement, publish or cause to be published any book, booklet, leaflet, brochure, or pamphlet or contribute any article or review to any newspaper, magazine or other publications, whether remuneration or otherwise where such publication concerns the Employee's area of work activity with the Company.

## **6. Exclusive Services and Best Efforts**

6.1 The Employee shall give and devote the whole of his/her work day exclusively to his/her duties with the Company and during the period of the Agreement shall not engage himself/herself, directly or indirectly without the prior consent in writing of the Company with or without remuneration in any trade, business, occupation, employment, service or calling which is similar or substantially similar to that which is carried on by the Company, nor shall he/she undertake any activities which are contrary to or inconsistent either with his/her duties and obligations under this agreement or with the Companies interests.





6.2 Employee agrees to devote his/her best efforts, energies and skill to the discharge of the duties and responsibilities attributable to his/her position, and to this end, he will devote his/her full time and attention exclusively to the business and affairs of the Company.

6.3 Employee agrees that he shall not take personal advantage of any business opportunities which arise during his/her employment and which may benefit the Company. All material facts regarding such opportunities must be promptly reported to the management of the company for consideration by the Company.

## **7. Term and Termination**

7.1 Employee's term of employment under this Agreement shall be 5\_ years commencing on 11<sup>th</sup> February 2008 and shall continue for a period through and unless terminated pursuant to the terms and conditions set forth in this Agreement.

7.2 The term of employment shall terminate on the date of Employee's death, in which event Employee's salary and benefits owing to Employee through the date of Employee's death shall be paid to his/her estate. Employee's estate will not be entitled to any other compensation under this Agreement.

7.3 The Employee shall unless the Company otherwise notifies him/her in writing, retire from the services of the Company on his/her attaining the age of sixty years.

7.4 During employment with the Company after confirmation, the Company will be entitled to terminate the Employees services without assigning any reason, by giving the Employee 90 days notice in writing or by payment of 90 days salary in lieu of such notice. In the event of the Employee desiring to leave the service of the Company, he/she shall give to the Company 90 days notice in writing. However, the Company may, at its sole discretion relieve the Employee of his/her duties any time during his/her notice period and, in that event, he/she shall be paid his/her salary up to the last working day only.

7.5 The Company may terminate this Agreement for any reason specified in clause 7.7 without giving any notice to the Employee. Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except for accrued salary and benefits owed to Employee through the Termination Date.

7.6 An Employee may be terminated for any of the following reasons:

7.6.1 any act of dishonesty, disobedience, insubordination, incivility, intemperance, irregularity in attendance or other misconduct or neglect of duty or incompetence in the discharge of duty on the part of the Employee or the breach by the Employee of any of the terms, conditions or stipulations contained in this Agreement or failure to fully cooperate in any investigation by the Company or any breach of this Agreement or Company policies and rules or any other misconduct by Employee;

*B. Ramani*

- 7.6.2 the Employee being adjudged an insolvent or applying to be adjudged an insolvent or making a composition arrangement with his/her creditors or being held guilty by the competent Court of any offence involving moral turpitude;
- 7.7 For the purpose of sub clause 7.7.1 hereof, the Companies option as to whether any of the events mentioned therein has occurred shall be final and binding upon the Employee and the Employee shall not be entitled to question the same on any ground whatsoever.
- 7.8 It is expressly agreed by and between the parties hereto that
- 7.8.1 any indulgence granted or forbearance shown by the Company in connection with any breach on the part of the Employee or any of the provisions, condition, and stipulations herein contained shall not be deemed to imply waiver by the Company of its rights hereunder and shall not preclude the Company from at any time enforcing its rights under this agreements the Employee.
- 7.8.2 any termination by the Company of the Employees employment hereunder shall be without prejudice to any claim which the Company may have against the Employee in respect of any act or omission of the Employee, whether committed before or at the time of the termination of the Employees employment hereunder.
- 7.9 Upon termination by the Company, the Employee shall hand over charges to such person nominated for that purpose by the Company and shall deliver to such person Company Property as may be in the Employee's possession, custody or control.
- 7.10 Employee's obligations under Non-competition, Intellectual Property and Confidentiality clauses shall continue pursuant to the terms and conditions of this Agreement.
- 7.11 The Employee shall not at any time, after the termination of this Agreement, for whatever causes, either personally or by his/her agent, directly or indirectly
- (a) represent himself/herself as being in any way connected with or interested in the Company;
  - (b) either on his/her own account or for any person, firm or Company, canvass or solicit orders or business from any customer or client of the Company;
  - (c) either on his/her own account or for any person, firm or Company solicit, interfere with or endeavor to entice away from the Company any Employee of the Company;
  - (d) do any other act or thing calculated to prejudice the interests or business activities of the Company;

*B. Jones*

7.12 Nothing in this Clause shall, however, be deemed to prohibit the Employee carrying on, after the termination of this Agreement, his/her general profession as in such manner as shall not unfairly compete with the interests of the Company.

## **8. Use and Return of Company Property**

8.1 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.

8.2 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.

8.3 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.

## **9. Intellectual Property**

9.1 If, during the continuance of this Agreement, the Employee either alone or jointly with any other person or persons (whether or not said person or persons are employed in the service of the Company) makes or devises any invention, discovery, process or improvement (whether patentable or not) or compiles any data relating to any plant, machinery appliance, project, process, technique or method of manufacture or construction now or hereafter used, made or dealt in by the Company or relating to any plant, machinery, appliance, project, process, technique or method of manufacture or construction which may be substituted for used in conjunction with any plant, machinery, appliance, project, process, technique or method of manufacture or construction now or hereafter used made or dealt with by the Company, the following provisions shall have effect;

9.1.1 The Employee shall disclose fully to the Company such invention, discovery, process improvement or data and shall deliver to the Company all papers, working, drawings, statistics, formulate and specifications relating thereto.

9.1.2 If the Company so deserves, the Employee shall forthwith co-operate with the Company in taking all necessary steps to patent, in the name of the Company, any such invention, discovery, process or improvement patentable in any country throughout the world, which may be specified by the Company and shall, whenever required by the Company, deliver to the Company evidence for

*Barrat*

interference purposes or other legal proceedings and will testify in any interference or any other legal proceedings.

9.1.3 All expenses in connection with the patenting and maintenance of patent rights in any such inventions, discovery, process or improvement and all profits accruing there from howsoever and wheresoever derived, shall belong to the Company during the whole currency of the patent or any renewal thereof, notwithstanding termination of this Agreement.

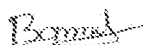
9.1.4 The Employee shall assign and transfer to the Company all of his/her right, title and interest in and shall have no personal right in or to use of any such inventions, discovery, improvement, process or data whether during the currency of or after termination of this Agreement and shall not use the same except with the prior written consent of the Company which the Company shall be under no obligation to give.

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

9.3 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.

9.4 The Employee agrees that all Inventions are and will be the sole, absolute, exclusive, worldwide and perpetual property of the Company, 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.

9.1 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.



9.2 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.

9.3 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.

9.4 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 **Schedule 2**. The Employee's failure to complete and return the **Schedule 2** to the Company constitutes a representation by the Employee that the Employee has made no such Inventions by the time Employee signed this Agreement.

#### **10. Non competition**

10.1.1 Employee acknowledges that his/her position with the Company is special, unique and intellectual in character and his/her position in the Company will place him in a position of confidence and trust with Employees and clients of the Company.

10.1.2 Employee agrees that during the term of employment and for a period of two (2) years thereafter, the Employee will not directly or indirectly:

10.1.3 (whether as Employee, director, officer, consultant, principal, Employee, agent or otherwise) engage in or contribute Employee's knowledge and abilities to any business or entity in competition with the Company;

10.1.4 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 previous one year period; or

10.1.5 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.

10.2 Employee agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the Company. If any of the covenants set forth herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

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## 11. Confidentiality

- 11.1 Employee acknowledges that Employee will have access to Confidential Information of the Company and its clients.
- 11.2 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.
- 11.3 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.
- 11.4 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 when so required pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body.
- 11.5 If the Employee is required to disclose Confidential Information pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, 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.
- 11.6 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".
- 11.7 Employee agrees that the restrictions set forth in this paragraph are reasonable and necessary to protect the goodwill of the Company. If any of the covenants set forth

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herein are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.

## 12. Notice

Any notice required to be given by either party to the other hereunder shall be duly given if sent by registered post to the other party at the following address, unless either of them has notified the other in writing a change of address:

- i) CONNEXIOS LIFE SCIENCES PVT.LTD.  
# 49, Shilpa-Vidya,  
First Main Road, J.P.Nagar 3<sup>rd</sup> Phase,  
Bangalore -- 560 078.

Yadaganahalli; Yadavanahalli (village),  
Maddur (Taluk),  
Mandya (District), -5711422-  
5711422

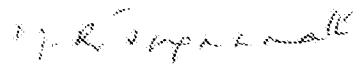
Any notice given by post shall be deemed to have been served at the expiration of 48 hours from the date of posting and to prove such service it shall be sufficient if the envelope containing the notice was properly addressed and posted as a prepaid letter.

## 13. Dispute Settlement and Governing Law

In the event of any dispute or disagreement over the interpretation of any of the terms herein above contained or any claim of liability of any Part including the Surety, the same shall be referred for arbitration to a person to be nominated by the Company whose decision shall be final and binding upon the parties hereto. Such references shall be deemed to be a submission to arbitration under the Indian Arbitration Act, 1996 or any other enactment thereof. The venue of arbitration shall be Bangalore.

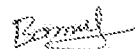
IN WITNESS WHEREOF these presents have been executed by the parties hereto on the day and year first herein above written.

Signed and delivered



For Connexios Life Sciences Pvt. Ltd.  
the Company aforesaid  
Date: 11<sup>th</sup> February 2008

Signed and delivered by



Bommegowda Y.K.  
the Employee aforesaid  
Date: 11<sup>th</sup> February 2008