

## TERMS & CONDITIONS

Hands-On Innovation Training, Research Assistance Programs, Certificate Courses, Internship Programs and Concept Acquisition Programs

Certain Terms of this Agreement will not be valid for / applicable to all courses.

1. Whenever used in this Agreement the following terms will have the following meanings:

(a) **“Invention(s) / Innovation(s)”** means discoveries, developments, designs, improvements, Inventions and/or works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new machine, article of manufacture, biological material, method, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon.

(b) **“Proprietary Information”** means information or physical or e-material not generally known or available outside the Company or information or physical or e-material entrusted to the Company by third parties. This includes, but is not limited to, Inventions, confidential knowledge, trade secrets, copyrights, product ideas, techniques, processes, formulas, software (including source and object code), mask works and/or any other information of any type relating to documentation, data, schematics, algorithms, flow charts, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, pricing, customers, the salaries, duties, qualifications, performance levels and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Proprietary Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations or computer programs, or may be in the nature of unwritten knowledge or know-how.

(c) **“Company Documents”** means documents or other media that contain Proprietary Information or any other information concerning the business, operations or plans of the Company, whether such documents have been prepared by me or by others. “Company Documents” include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents etc.

(d) **“Profit”** means direct monetary benefits earned by the Company through complete / partial assignment, licensing, commercializing the invention / innovation / patent (if any created) corresponding to this application form and enrolled program only and shall not mean the overall profit of the Company.

(e) **“Profit Share”** means the financial share from the net earned royalties / profits of the Company upon commercializing the invention / innovation / patent (if any created) corresponding to this application form and enrolled program only and shall not mean the overall profit of the Company.

(f) **“Certificate Course”** means any educational course meant for certification by the Company for which no guarantee or warranty of output shall be claimed for. It shall be subject to the normal terms and conditions of any commercial educational training as per the Indian legal Regulations.

(g) **“Internship”** means educational and industrial training offered by the Company to students / faculty of college or the employees of a Company.

(h) **“Research Assistance”** means support extended by the Company in undertaking, assisting and completing a research program successfully pertaining to an inventive step / invention / innovation which shall be patentable and the prime idea / concept creation shall be provided by the Company or the Individual or Institution or Team.

(i) **“Team / Members / We / Us / Our”**, means the fellow participants and / or the Institution taking part through enrolling into the programs, on whose behalf the Team Leader shall sign this agreement.

(j) **“Team Leader / Leader / I / Me / My”**, means the person who represents to the Company, communicates, decides and signs the application form and carries out all activities of the program on behalf of fellow researchers and / or the institution.

(k) **“Program”**, means Hands-On Innovation Training or Research Assistance Program or Certificate Courses or Internship or Concept Acquisition Program as applicable to the customer or team or institution or Team Leader as mentioned and ticked by the me / us in this this application.

(l) **“Associates”**, means the personnel or designated or approved consultants of the Company who visits prospective customers towards explaining the Company’s services and business.

2. I / We understand that the Company is engaged in a continuous program of research, development, entrepreneurship development and educational training activities. I / we also recognizes that the Company possesses or has complete rights to preserve / protect, any / all Proprietary Information (including certain information developed together by me / us and the Company) with itself which has commercial value in the Company’s business and I as an Individual or Team Leader is authorized to sign this agreement on my / team members / institution behalf and my signature shall mean that all information entered in this application and given in the terms and conditions are communicated clearly to all the team members and / or the institution participating in the program and the Company shall in no way be responsible for any issue or

concern raised by objection to any of the terms laid in this agreement by me / the team members / the institution at any later times.

3. I / We understand that the Company possesses Company documents which are important to its business.

4. I / We understand and agree that the program of the Company creates a relationship of confidence and trust between me and / or us and the Company with respect to (a) all Proprietary Information, and (b) the confidential information of other persons or entities with which the Company has a business relationship and is required by me / us to have signed the terms of this agreement to hold such information as confidential. At all times, from the effective date of this agreement, I / We will keep in confidence and trust all related information of the program which shall proceed to a Patent and shall not use or disclose the same with the motive of commercialization or making a journal or for my / our personal benefits, without the written / email consent of the Company, except as may be necessary in the ordinary course of performing our activities such as advertisements, inspections, marketing etc., after proper intimation and limitations of disclosure right is issued by the Company.

5. In addition,

(a) All Proprietary Information other than that mentioned in the Patent Application (if any filed after completion of the program) pertaining to the program carried out, shall be the sole property of the Company. *(Clause not Applicable to Research Assistance Programs).*

(b) I / We shall not claim any right of ownership over the intellectual property that may be created by the Company bringing in higher innovative developments to the invention created out of this program at any time after 3 months from the date of filing a patent application for the invention subject to this application and the Company shall be the sole owner of the IP created.

(c) All Company documents, apparatus, equipment and other physical property whether or not pertaining to Proprietary Information, furnished to me / us by the Company or produced by me / us in connection with program shall be and remain the sole property of the Company. I / We shall return to the Company all such Company Documents, materials and property as and when requested by the Company, excepting only (i) my / our personal copies of records relating to my program; (ii) my / our personal copies of any materials previously distributed generally to other members of the program). Even if the Company does not so request, I / We shall return all such Company Documents, materials and property upon completion of the program. *(Clause not Applicable to Research Assistance Programs.)*

(d) I / We will promptly disclose to the Company, or any persons designated by the Company, all relationships with any other companies, either alone or jointly with others, apart from the Company and its subsidiaries prior to taking up my / our program and agree not to discuss or disclose any proprietary information of the Company to anyone without a proper written / email consent from the Company.

(e) I / We hereby agree promptly to assign to the Company or its designee, my / our entire right, title, and interest in and to such Inventions which I / we may solely or jointly develop or reduce to practice during the period of my / our program with the Company (i) which pertain to any line of business activity of the Company, (ii) which are aided by the use of time, support, material or facilities of the Company, whether or not during my / our program tenure or (iii) which relate to any of my work during the period of my / our program with the Company, whether or not during normal working hours. *(Clause not Applicable to Research Assistance Programs.)*

(f) I / We hereby promptly agree and authorize the Company to employ any person / entity as preferred by the Company to make any improvements in my / our innovations created through my / our program and in no way shall I / We object any such activities of the Company and the Company shall not intimate or do not carry any obligation to intimate me / us on any such proceedings made by the Company or its preferred person/s and the Company shall not compensate me / us in any means for the improved Invention/s. The Company through its legal consultants in alliance, bound to the legal boundaries shall make the essential filings and take all essential actions, however, the Company in no way guarantees the Grant of the Patent filed.

(g) I / We agree to execute all papers in a timely manner and do all acts necessary for the Company to complete the program; the Company however assists me / us in completing my / our research shall not be a part of the patent application filed by me / us. The obligation of the Company is only to provide assistance in completing the research as per the package selected; as well as assist me / us in securing the legal protection for my / our innovation / invention through the Company's legal consultants in alliance as per the level of assistance required as selected by me / us from the Company's standard / premium / pro-premium packages.

I / we understand and agree that the fee collected from me / us is inclusive of the program / consultancy fee and the corresponding fee at different stages to be paid to the Company's legal consultants. The obligation of the Company to me/ us in assisting my / our invention / innovation is fulfilled immediately after the corresponding Patent Application with reference to this application is/are published in the Official Journal of the Patent Office. The obligation of the Company as per the selected package shall be completely executed only if I / we complete my / our payment on time as requested and as issued through a proforma invoice by the Company; in case of any deviations in payment of the stated fee or delay in issuing of documents on timely manner by the me / us as requested by the Company at any stage, the Company reserves the right to degrade me /us from the package chosen to the next lower or least level or even cancel the program without any refund, which is of best suitability to the Company safeguarding itself from losses. (Applicable to Research Assistance Program only).

(h) I / we understand and agree that no fee shall be reimbursed to me / us at any stage after signing this agreement, since the services of the Company incur man hour expenses, third party payments and associated expenses to the Company which once initiated shall not be regained. However at any event if I / we have paid and made all necessary arrangements on time to the Company and still the Company has failed the accomplish the program as promised (in case of hands-on innovation training, research assistance program, type 1 of internship programs the obligation of the Company is only until the patent application getting published in the official gazette of the IPO) through this agreement within a period of 250 days from the date of signing this agreement / date of commencement of the program whichever is later, the Company is obliged to refund the entire sum of fee paid, this obligation to refund is not applicable to premium and pro-premium packages of the research assistance programs, type 2 and 3 of internship programs, certificate courses and concept acquisition programs.

(i) I/ we understand that the Company offers various programs related to training and acts as just a bridge between the Clients / trainees / legal consultants / patent office in terms of patent filing and other IPR related activities; in all manners the decision of the patent office shall be final. The Company in no way assures the grant / rejection of any patent filed through its consultants. It is only upon the request of me / us by word / by mail communications, the Company provides training to me / us through its programs and carries forward my / our new innovation / invention arising out of the assistance or training provided by the Company on my / our behalf with full authority for filing and securing patents through its legal consultants, the Company in no way promises or has mentioned to me / us, that the Company is a Patent Filing Agency / law firm.

6. I/ We assure and take responsibility to the Company that upon execution of this Agreement, I / we do not violate any obligations that I / we may have to any other former or present entities / industries / Inventors / individuals in relationship with the program through which an invention / innovation might be created (legal or casual) including the obligations to keep confidential any proprietary or confidential information of other person / entity. I / we also agree that no such previous agreements or obligations were made prior to this agreement pertaining to the invention arising out of the program with the Company, that are violated by this agreement and I / we assure that, I / we will not enter into any such agreements in future which conflicts with this agreement causing a breach.

7. The obligations under this agreement by me/ us to the Company shall survive as the top priority in case of any violation of obligations made by me / us with any other former or present or future entities / industries / Inventors /individuals and the Company shall not be responsible for any consequences or be liable to change its policies or terms of this agreement by any manner.

8. This Agreement shall be effective as of the date of signing.

9. I / we admit that I/ we have thoroughly analyzed the different packages and all details have been clearly explained by the associate(s) of the Company and I agree that the Company does not promise to provide any other services other than mentioned in the package selected by me / us and the company does not make any promises to me / us regarding commercialization or product development or manufacturing of the innovation / invention filed for patent; however support shall be provided as per the decisions made by the Company in terms of product development / manufacturing / commercialization of the innovation / invention for which patent is filed; whose terms will be laid through separate agreements and respective charges shall be borne by me / us and the Company reserves the sole deciding right.

10. During and after my / our program, I / we will execute all papers in a timely manner and will do all acts necessary for the Company to apply for, secure, maintain or enforce patents, copyrights and any other legal rights in India and foreign countries in and to such Inventions that I / we undergo Training with the programs of the Company under this Agreement, and I / we will execute all papers and do any and all acts necessary to assign or transfer from / to the Company or any person or party from / to whom the Company is obligated to assign its rights, my / our entire right, title and interest in and to such Inventions. This obligation shall survive the completion / termination of my / our program in any level, and the Company shall not compensate me / us or intimate me / us by any means after completion / termination of my / our program at any level or at any assigning or further proceedings on the Invention and to any such Inventions that I / we undergo Training with the programs of the Company under this agreement. In the event that the Company is unable for any reason whatsoever to secure my / our signature to any document reasonably necessary or appropriate for any of the foregoing purposes, (including renewals, extensions, continuations, divisions or continuations in part), I / we hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my / our agents and attorneys-in-fact to sign and act for and on my / our behalf instead of me / us, for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me / us. *(Clause Not Applicable to Research Assistance Programs)*

11. After completion / termination of my / our program, I / we hereby promptly agree and authorize the Company to employ any person as preferred by the Company in making improvements in and to any such Inventions / innovations that I / we undergo Training through the programs of the Company and in no way shall I / we object any such activities of the Company and the Company shall not intimate or do not carry any obligation to intimate me / us on any such proceedings made by the Company or its preferred person/s and the Company shall not compensate me / us in any means for the improved Invention/s or the innovations / inventions created by the Company after my / our program. I / we will not claim any share in profits in any manner (financially, ownership wise etc.,) and the innovation / invention / patent / any IPR created shall remain the sole property under the ownership of the Company. *(Clause Applicable to Research Assistance Program only after 3 months from the date of filing the invention for patent)*

12. During my / our program in the Company in one or many of the Company's patentable Invention(s), I / we am / are previously informed by the Company and is / are completely aware that many others known / unknown by name / relationship are also given training by the Company through its different programs in the same Invention(s) that I / we am / are engaged with. *(Clause Not Applicable to Research Assistance Program)*

13. Upon signing this agreement, I / we agree that any of my /our older legal agreements stating to claim profit share from the company in any or all future patents that I / we enroll as an inventor / trainee becomes void and the profit share mentioned in any such agreement signed will be applicable only to those patents filed by the Company in which I / we am / are inventor/s of the Innovation / invention before the date of signing this agreement in which I / we had already enrolled in. *(Clause Not Applicable to Research Assistance Program)*

14. As a matter of record, a complete list of all Inventions (including patent applications and patents) relevant or irrelevant to the subject matter of the program which have been made, conceived, developed or first reduced to practice by me / us, alone or jointly with others, prior to my / our enrollment with the Company's program that I / we desire to remove from the operation of this agreement, I / we covenant that such list is complete. If no such list is given to the Company by me / us, I / we represent that I / we have no such patents or Inventions filed for patents at the time of signing this Agreement. If in the course of my / our program with the Company, I / we use or incorporate any Invention into a product or process not covered by list of previous inventions / patents of this Agreement in which I / we have an interest, the Company is hereby granted a nonexclusive, fully paid-up, royalty-free, perpetual, worldwide license of my / our interest to use and sublicense such Invention without restriction of any kind. *(Clause Not Applicable to Research Assistance Program)*.

15. I / we represent that upon execution of this Agreement, my / our program with the Company and my / our performance in the proposed program from the Company in the development of the new Invention / innovation will not violate any obligations I / we may have to any former or present employer, or other person or entity, including any obligations to keep confidential any proprietary or confidential information of any such employer/s. I / we promise to the Company that I / we have not entered into, and will not enter into, any agreement which conflicts with or would, if performed by me / us, cause me to breach this Agreement. The Company through its legal consultants in alliance, bound to the legal boundaries shall make the essential filings and take all essential actions, however, the Company shall in no way guarantee the Grant of the Patent filed. If during my / our program while participating in new Invention(s) / innovations(s) of the Company violate any obligations that I / we may have to any former or present employer, or other person or entity, including any obligations to keep confidential any proprietary or confidential information of any such employer. I / we shall be responsible for all the legal actions essential and the Company shall not be liable by any manner and I / we assure that in the course of performing my program with the Company, I / we will not utilize any Proprietary or confidential information of any former employer or present employer, or other person or entity.

16. I / we agree that this agreement constitutes terms of training & non-disclosure for the programs I / we enroll(ed) for which I / we shall not claim any profit share from the company and I / we also agree that (a) my / our program with the Company is "at will" and (b) I / we shall have the right to resign my / our program, and the Company shall have the right to terminate my / our program, at any time and for any reason, with or without cause or explanation and in such cases the program fees shall not be refunded back. I / we also understand that I / we shall be given an opportunity to get trained on any and only one Invention / innovation / program enrolled by me / us through this application from the complete list of programs consisting of many variants upon paying the prescribed fee as mentioned by the Company per program variant to each program I / we enroll into and the Company holds the entire right to (a) change (increase or decrease) the fees per program at any time without prior intimation and I / we shall be subject to pay the same towards enrolling me / us as a participant in the respective programs in a later time through separate applications and also I / we oblige and agree to the terms of the Company to not disclose the idea of this and / or any such Inventions I / we participate with the programs of the Company unless proper written permission / email permission is obtained from the Company and also the Company shall have the right to allocate any and only some part or the whole of the Invention for my / our program, at any time within 8 months from the date of signing this agreement. I / we also understand and agree that (not limited to) manufacturing, commercialization, licensing, sale or any further activities of and any such Invention(s) I / we undergo Training is upon the plans and decisions made by the Company and the Company will be liable only to provide its training service with the program proceeded to patent filing until intimation of publishing status of the Invention in the Official Journal of the Patent Office and the Company in no manner assures any guarantee for any Patent filed to be granted by the Patent Office, in and any such Invention I / we participate in any program with the Company, the obligation of the Company in and for each program begins with my / our payment of the corresponding fees to a respective program, and terminates immediately after the Invention(s) is published in the Official Journal of the Patent Office. *(Clause Applicable to Hand-On Innovation Training and Type 1 of Internship Program only)*

17. I / we oblige to complete my / our entire payment stated in the invoice sent by the Company for the program not later than 3 months from the date of my first part payment for the respective program / not later than one month after the respective programs' patent application is published in the official gazette of the Indian Patent Office (for those programs which involves an innovation activity and patent filing and process) through the Company (in case the time taken for the patent application to be published exceeds 3 months); upon failure to complete my / our payment as per this agreement to any program I / we enroll into, I / we shall pay a financial interest of 4% per month on the entire amount quoted in the invoice by the Company. The Company reserves the right to issue legal notice and / or take legal action on me / us upon any default of payment and in that case I / we oblige to pay any penalties imposed along with the above mentioned fees and interest.

18. This Agreement shall be effective as of the date of signing and my / our obligations hereunder will continue beyond the termination of my / our program and will be binding on my / our heirs, assigns and legal representatives. This Agreement is for the benefit of the Company, its successors and assigns (including all subsidiaries, affiliates, joint ventures and associated companies) and is not conditioned on my /our program for any period of time or compensation therefor. I / we agree that the Company is entitled to communicate any obligations under this Agreement to any current or future or potential employer of mine. *(Clause Not applicable for research assistance programs)*

19. During the term of my / our program and for two (2) years thereafter for each program I / we enroll for respectively, I / we will not, without the Company's written consent, directly or indirectly be employed or involved with any business developing or exploiting any products or services that are directly competitive with products or services (a) being commercially offered, developed or exploited by the Company during my / our program and (b) on which I / we worked or about which I / we learned is a Proprietary Information of the Company during my /our program and I / we will not personally or through others recruit, solicit or induce in any way any employee, advisor or consultant of the Company to terminate his or her relationship with the Company.

20. I / We willfully assign my / our entire rights in the innovation / concept submitted to the Company for concept acquisition and also in the pertaining respective IP created out of it and agree to execute all papers in a timely manner and do all acts necessary for the Company to secure or maintain or enforce improvement patents, copyrights and any other legal rights in India and foreign countries for / over the respective IP created out of my / our concept and also assure to execute all papers and do and all acts necessary to assign or transfer all rights to the Company's assignee or any person or a third party to whom the Company is obliged to assign its rights thereof, the entire right, title and interest in the respective patent application. This obligation shall survive until the lifetime of the Patent and the Company shall not compensate me / us or intimate me / us by any means at any level on any further assignments or improvements or proceedings made on the respective Patent application except for the financial share of 5.00% (Five Percentage Only) or 30.00% (Thirty Percentage Only) as selected in the application form from net financial profit earned through the Patent / Patent application created with my / our concept and I / we understand that the financial profit shall not mean the overall profit of the Company or the gross profit earned through the Patent / Patent application by the Company. In the event that if the Company is unable for any reason whatsoever unable to secure my / our signature(s) in any document reasonably necessary or appropriate for any of the foregoing purposes, (including but not limited to renewals, extensions, continuations, divisions or continuations in part), I / we hereby irrevocably designate and appoint the Company and its duly authorized personnel / agents as my / our agents and attorneys-in-fact on my /our behalf to act for and instead of me / us, for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me / us. This right for profit share shall be applicable only to the invention which is filed for patent pertaining to this application and shall not be applicable for the patents / patent applications of the improved inventions / innovations with a patent of addition, division, continuation, continuation-in-part or improvement etc.. Upon signing this agreement, I / we agree that any of my/ our older legal agreements stating to claim profit share from the company in any or all future patents that I / we enroll or enrolled as inventor / trainee becomes void and the profit share mentioned in any such agreement signed will be applicable only to those patents filed by the Company before the date of signing this agreement only. And I / We agree to sign a legal agreement with the detailed terms of profit share after receiving the patent application number, the terms of the legal agreement will be the same and detailed of what is mentioned in this agreement *(Clause Applicable to Concept Acquisition Program Only)*.

21. I / We agree that my / our concept acquisition program with the Company is "at will" to develop the Subject Invention of this application and file for Patent for which the Company shall be the sole applicant and I / We will pay the respective fee mentioned through a proforma invoice by the Company and the Company has taken responsibility to the payment of all expenses towards securing the Patent right for the Subject Invention. I / We understand and agree that (not limited to) manufacturing, commercialization, licensing, sale or any further activities after publication of the Patent Application of the Subject Invention is upon the plans and decisions made by the Company and I / we shall not have any rights to pose any questions / demands on any aspects of the respective patent with the Company and the Company in no

manner assures any guarantee for the Patent filed to be granted by the Patent Office. *(Clause Applicable to Concept Acquisition Program Only)*.

22. I / We acknowledge that any violation of this agreement including disclosure of any information about the Subject Invention to anyone before it is made public through the Official Journal of the Patent Office will cause irreparable injury to me / us and the Company and hence I / we will maintain the confidentiality. The Company will in no way be responsible for divulgence of the idea by me / us in any manner above the non – disclosure agreement mutually signed. *(Clause Applicable to Concept Acquisition Program, Research Assistance Program Only)*.

23. I / We understand and agree that along with those terms mentioned to be applicable to certain programs uniquely, other terms mentioned shall be applicable to all programs.

24. Upon enrolling into the Concept Acquisition Program of the Company and after signing this agreement, I / we shall follow the terms and conditions with respect to the Hands-On Innovation Training Program as a trainee of the Company except for the profit share mentioned in the application form for which a separate legal agreement shall be mutually signed between me / us and the Company. However the Company reserves the discretionary right to change or modify or make applicable certain terms to any program offered by the Company except those which involves financial profit sharing between the Company and the Customer. I / We do not expect any monetary compensation for the concept given to the Company and the Company shall compensate me only if it earns a profit out of commercializing my / our concept as their patent. *(Clause Applicable to Concept Acquisition Program Only)*.

25. I / we acknowledge that any violation of this Agreement including disclosing the information about the Invention(s) / proprietary information of the Company discussed during my / our program before it is made public through by the Company or through the Official Journal of the Patent Office, by me / us will cause irreparable injury to the Company and I / we agree that the Company will be entitled to extraordinary relief in court, including, but not limited to, temporary, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security or seizure of my / our properties for the value of loss to be compensated and without prejudice to any other rights and remedies that the Company may have for a breach of this agreement. *(Clause Applicable to Hand-On Innovation Training Program)*.

26. The obligations under this agreement by me / us to the Company shall survive as the top priority in case of any violation of obligations made by me / us with any other former or present entities / industries / Inventors /individuals and the Company shall not be responsible for any consequences or be liable to change its policies or terms of this agreement by any manner.

27. I / we agree that any dispute (not limited to) in the meaning, effect or validity of this Agreement shall be resolved through arbitration in a location as per the interest of the Company for several times and only upon mutual consent shall proceed with a formal complaint through the court of law which will be in accordance with the laws and jurisdictions of Chennai without regard to the conflict of law provisions thereof. I / we further agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

28. This agreement may only be modified by a subsequent written resolution passed by the Director / Board Members of the Company.

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