सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 400

e-Stamp

Certificate No.	:	IN-KA89305487122836S
Certificate Issued Date	:	22-Jan-2020 04:57 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0891772732256772S
Purchased by	:	BIGTEC PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	EMPLOYMENT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BIGTEC PRIVATE LIMITED
Second Party	:	CHANDRASEKHAR BHASKARAN NAIR
Stamp Duty Paid By	:	BIGTEC PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	400 (Four Hundred only)

SOUHARDA SAHAKARI NIYAMITHA SVR VIVIDODDESHA

BIGTEC PRIVATE LIMITED IN-KA89305487122836S RS. 400 22-JAN-2020 04:57 PM

Please write or type below this line

This stamp paper forms an integral part of the Employment agreement dated 22nd January 2020 entered in to between the Company and Mr. Chandrasekhar Bhaskaran Nair

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

EMPLOYMENT AGREEMENT

This Employment Agreement ("**Agreement**") is made and executed on this day of January 22, 2020 at Bangalore (hereinafter referred to as the "**Execution Date**") between:

Bigtec Private Limited a private limited company incorporated under the Companies Act, 1956 bearing corporate identification number U65192KA1996PTC020736 and having its registered office at 2nd Floor, Golden Heights 59th, 'C' Cross, 4th, 'M' Block, Rajajinagar Bengaluru - 560010, Karnataka, India (hereinafter referred to as the "**Company**" which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns) of the **FIRST PART**;

AND

Mr. Chandrasekhar Bhaskaran Nair presently residing at Flat no. 1802-A, Salarpuria Luxuria, 8th Main, Malleswaram, Bangalore – 560003, Karnataka, India (hereinafter referred to as the "**Director**", which expression shall, unless it be repugnant or contrary to the context thereof, mean and include his heirs, legal representatives, successors) of the **SECOND PART**.

(the Company and the Director are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

RECITALS:

A. The Board of Directors of the Company (hereinafter called the "**Board**"), has, by a resolution passed at its meeting held on July 15, 2000 approved the appointment of Mr. Chandrasekhar Bhaskaran Nair as the Director of the Company with effect from July 15, 2000; and

B. The Parties are now desirous to execute this Agreement for recording the terms of appointment of Mr. Chandrasekhar Bhaskaran Nair as the Director of the Company as provided hereinbelow.

NOW, THEREFORE, the Parties agree as follows:

1. **<u>DEFINITIONS</u>**

1.1 In this Agreement the expressions mentioned below shall have the meaning as below. Capitalized words and expressions not defined in this Agreement shall have the meaning provided to them in the Investment Agreement. The Interpretation Clause under Part B of Schedule 1 of the Investment Agreement shall be incorporated by reference in this Agreement.

"**Competitor**" means (i) any Person who is, directly or indirectly, engaged in any commercial activity which is the same as and/or substantially similar to the Business or which competes with the Business ("**Relevant Person**"); and/ or (ii) any Person in Control of, Controlled by or under common Control with, the Relevant Person;

“Confidential Information” shall include sensitive business information having actual or potential value to the Company and/or its Affiliates because it is not generally known to the general public or ascertainable by a Competitor, and which has been disclosed to Director, or of which Director will become aware, as a consequence of the employment with the Company, including any information related to: Company’s or its Affiliates’ investment strategies, management planning information, business plans, operational methods, market studies, marketing plans or strategies, patent information, Intellectual Property, business acquisition plans, past, current and planned research and development, formulas, methods, patterns, processes, procedures, instructions, designs, Inventions, operations, engineering, services, drawings,equipment,devices,technology,softwaresystems,pricelists,salesreportsandrecords,salesbooksand manuals, software code, algorithms, books, financial information and projections, personnel data, names of customers, customer lists and contact information, customer pricing and purchasing information, lists of targeted prospective customers, supplier lists, product/service and marketing data and programs, product/service plans, product development, advertising campaigns, new product designs or roll out, agreements with third parties, or any such similar information. Confidential Information shall also include any information disclosed to the Company by a third party (including, but not limited to, current or prospective customers and any Affiliate of the Company) that the Company is obliged to treat as confidential. Confidential Information may be in written or non-written form, as well as information held on electronic media or networks, magnetic storage, cloud storage service, or other similar media. This definition shall not limit any broader definition of “confidential information” or any equivalent term under Applicable Law;

“**Employment Period**” shall have the meaning given to such term in Clause 2;

“**Inventions**” means, without limitation, any and all formulas, algorithms, processes, techniques, concepts, designs, developments, technology, ideas, patentable and unpatentable inventions and discoveries, copyrights and works of authorship in any media now known or hereafter invented (including computer programs, source code, object code, hardware, firmware, software, mask work, applications, files, internet site content, databases and compilations, documentation and related items) patents, trade and service marks, logos, trade dress, corporate names and other source indicators and the good will of any business symbolized thereby, trade secrets, know- how, confidential and proprietary information, documents, analyses, research and lists (including current and potential customer and user lists) and all applications and registrations and recordings, improvements and licenses that (i) relate in any manner, whether at the time of conception, design or reduction to practice, to the business of the Company and/or its Affiliates or its actual or demonstrably anticipated research or development; (ii) result from any work performed by Director on behalf of the Company; or (iii) result from the use of the Company’s equipment, supplies, facilities, or Confidential Information;

“**Intellectual Property**”shall have the meaning given to such term in Clause 9.1;

“**Investment Agreement**” means investment agreement dated September 10, 2019 entered into between the Company, Bigtec Private Limited, the Promoter Group and the Investor;

"**Investor**" means India Business Excellence Fund III (IBEF-III), a scheme of Business Excellence Trust III, a trust set up under the Indian Trusts Act, 1882 and registered with the Securities and Exchange Board of India as a Category II Alternative Investment Fund vide registration no. IN/AIF2/17-18/0339 dated 14 June 2017, whose trustee is Vistra ITCL (India) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at IL&FS Financial Centre, Plot No. C22, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051, and for the purposes of this Agreement, acting through its investment manager, MOPE Investment Advisors Private Limited, a company incorporated under the laws of India, having its registered office at 12th Floor, Motilal Oswal Tower, Rahimtullah Sayani Road, Opp. Parel ST Depot, Prabhadevi, Mumbai, Maharashtra 400025;

"**Prior Inventions**" shall have the meaning given to such term in Clause 9.9.1; and

"**Remuneration**" shall have the meaning given to such term in Clause 4.1.

2. TERM

The Director has been employed with the Company since July 15, 2000 and he/she shall continue to be employed by the Company until cessation of the Director's employment with the Company in accordance with Companies Act, 2013 and/or Clause 7 below (the "**Employment Period**").

3. DUTIES AND FUNCTIONS

3.1 The Director shall fulfill such general duties and responsibilities as are consistent with such position and as assigned to him/her from time to time under this Agreement and Applicable Law.

3.2 The Director shall devote all part of his time, attention and energies to the business of the Company, and shall assume and perform such further responsibilities and duties as may be assigned to him and other internal procedures as established by the Company from time-to-time. It is Company's intention that any verbal or written description of the job duties/responsibilities should serve as a guide to the major areas for which the Director will be accountable. Due to the nature of the business of the Company, the obligations of the Director will inevitably vary and develop.

3.3 The Director agrees that he will, at all times, while performing services for the Company, devote his best efforts, skill and ability and shall perform his responsibilities as a Director of the Company in a competent and professional manner.

3.4 The Director agrees to abide by the rules, regulations and the policies of the Company and any change thereto, which may be adopted by the Company from time to time.

3.5 The Director agrees that he shall not participate in any activity that constitutes an actual or potential conflict of interest with Director's employment with the Company at any time during the Employment Period.

4. COMPENSATION

4.1 In consideration of the performance of services by the Director hereunder, the Company shall pay the remuneration and other benefits as set forth in **Schedule 1**to the Director ("**Remuneration**").Any change in the Remuneration shall be in compliance of the terms of the Investment Agreement, in particular Clause 18 (*Reserved Matters*) of the Investment Agreement. The Remuneration shall be paid after deduction of applicable tax at source in accordance with Applicable Law.

4.2 The Company shall reimburse the Director for his business-related expenses incurred in the performance of his services for the Company hereunder in accordance with Company's policies, practices and procedures as in effect from time to time and as per the statutory and internal audit requirements of the auditor of the Company.

5. DIRECTOR REPRESENTATIONS AND WARRANTIES

The Director has represented and warranted to the Company that: (i) he has understood the terms and conditions of this Agreement and agrees and acknowledges that he has not been subjected to any undue influence to execute this Agreement;(ii) this Agreement is reasonable and necessary to protect the legitimate business interests of the Company; (iii)Director has all requisite power and authority and the execution, delivery, and performance of this Agreement by Director does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Director is a party or any judgment, order or decree to which Director is subject; and (iv) Director is not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, or similar agreement with any other Person (other than under an existing appointment letter with the Company and under the Investment Agreement), or confidentiality agreement which has been entered into by the Director other than in the Ordinary Course of Business.

6. RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES AND ASSOCIATIONS WITH THIRD PARTIES

6.1 The Director shall not, directly or indirectly (either through his Relatives, company or business entity in which the Director is interested or otherwise) be entitled to receive or obtain any payment, discount, rebate, commission or other benefit in respect of any business transacted by or on behalf of the Company or any Affiliate or associated company, without the prior written consent of the Board.

6.2 The Director declares, represents and warrants that save and except as provided in **Schedule 3** hereinbelow as on the date hereof, he is not a member of the board of directors, a partner, shareholder, or employee, nor does he hold any other office in or is in any manner individually associated, with any other company, body corporate, partnership or other entity, whether organized for profit or not and the Director covenants that he will not become a member or become otherwise associated in any manner with any company, body corporate, partnership or other entity at any time during Director's employment with the Company, without the express written prior permission of the Investor, provided that the Director shall be entitled to acquire or invest in shares of a company whose shares are publicly traded on any recognised stock exchange .

7. <u>TERMINATION / CESSATION OF EMPLOYMENT</u>

7.1 Resignation by the Director

The Director shall provide a minimum notice (in writing) of 2 (two) months or compensation being an amount equal to 2 (two) months' Remuneration, in lieu thereof to the Company, in the event the Director desires to resign from the Company, unless a shorter notice period is agreed to by the Board.

7.2 Termination by the Company for Serious Cause

7.2.1 The term "**Serious Cause**" shall include:

7.2.1.1 fraud, an act of dishonesty, commission of a felony or other willful misconduct by the Director including, without limitation, theft or misappropriation (or attempted theft or misappropriation) by the Director or the commission or omission of an act or acts by the Director constituting fraud, misconduct or negligence in the course of Director's employment with the Company(including where it is detrimental to the pecuniary interests, reputation or goodwill of the Company);

7.2.1.2 the Director's consistent non-performance of his employment duties as provided hereunder(including engaging in such behavior detrimental to the interest of the Company)which has a material adverse impact on the Business;

7.2.1.3 habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Director that prevents him from performing the essential functions of his position;

7.2.1.4 any act by the Director involving sexual harassment;

7.2.1.5 the Director's entering of any guilty plea in respect of a crime or being proven guilty in a court of law;

7.2.1.6 any un-authorized disclosure of Confidential Information of the Company or its business by the Director;

7.2.1.7 breach of any representation or warranty made by the Director under this Agreement; and/or

7.2.1.8 breach of Clause 24 (*Non-Compete*) of the Investment Agreement; and/or

7.2.1.9 breach of the Director's obligations, terms and/or covenants of this Agreement which have not been cured in accordance with the procedure set out below.

7.2.2 If the Company has reason to believe that any incident which qualifies as Serious Cause (as defined above), has occurred, then the Company shall issue a show cause notice to the Director, detailing the alleged incident of Serious Cause and asking the Director to show cause as to why a disciplinary proceeding should not be initiated against him.

7.2.3 The Director shall have a period of 30 (thirty) days from the date of receipt of the show cause notice to send a written response to the Company with full details of the event leading to the Serious Cause. In the event that the Director's response is not considered satisfactory then the Company shall be entitled to initiate disciplinary proceedings against the Director. If the Director does not send any response within the stipulated time, then the Company shall be entitled to take such action, as may considered necessary and appropriate by the Board, including terminating the employment of the Director.

7.2.4 In the event that the Company initiates disciplinary proceedings against the Director, then, it shall appoint a consultant who is a third party and not associated with either the Company or the Director ("**Consultant**"). All costs for the Consultant shall be borne by the Company. As part of the disciplinary proceedings, both the Company and the Director shall be given an opportunity to present their case, including such written and/or oral evidence, as may be considered appropriate by the parties. Minutes of all hearings shall be maintained and initialed by the parties at the end of each hearing for them to be considered by the Consultant in determining Serious Cause.

7.2.5 The Parties shall endeavor to conclude the disciplinary proceedings within a period of 15 (fifteen) days or other such time as maybe agreed between the Parties in writing from the date of appointment of the Consultant and Parties shall take all steps to provide their submissions within this period. Upon conclusion of the disciplinary proceedings, the Consultant shall submit his/her report and findings to the Board as well as the Director within a period of 7 (seven) days from conclusion of the hearings. In the event that the Consultant's report indicates that an incident of Serious Cause has occurred whether in full or part, the Board may in its discretion, take such action, including termination of employment or suspension of certain rights of the Director, as it thinks fit.

7.2.6 All rights and obligations of the Director shall stand suspended as directed by the Board during the process of the disciplinary proceedings and till a final decision has been taken by the Board of the Company in this regard. The Director shall fully comply with all request of the Company for transition / handover of ongoing assignments to ensure smooth functioning of the Company.

7.3 **Termination due to Director's Disability**

If the Director is unable to carry out the responsibilities and functions of the position held by the Director by reason of any physical or mental impairment for more than 60 (sixty) consecutive days or more than 120 (One hundred twenty) days in the aggregate in any 12 (twelve) month period, then the Company may terminate the Director's employment by providing a notice (in writing) of 60 (sixty) days to the Director in relation to such termination. Further, it is agreed that the Director shall be entitled to Remuneration during the notice period.

7.4 **Termination due to Director's Death**

This Agreement will terminate forthwith upon the Director's death and the Company shall not have any further liability or obligation to the Director's executors, heirs, assigns or any other person claiming under or through his estate except to the extent of payment of full and final settlement for amounts owed for all time periods through the date of the Director's death, including but not limited to any amounts payable toward gratuity and provident fund as required by Applicable Law.

7.5 **Termination Dues**

7.5.1 In the event of termination of employment of the Director for Serious Cause as specified in Clause 7.2, the Director will not be entitled to and shall not receive any compensation or benefits of any time following the effective date of such termination; provided however that the Director may, to the extent applicable, be entitled to receive statutory payments including any accrued leave to which the Director may have been entitled to or may have earned (but which have not yet been paid) as of and up to the effective date of such termination (the date of which shall be specified in the termination notice) (the "**Termination Dues**").

7.5.2 In the event of termination of employment of Director is for any other reason (other than for Serious Cause), the Director shall be entitled to receive all compensation and benefits including the Remuneration that are payable to him, upto the effective date of termination of his employment ("**Pending Dues**").For avoidance of doubt, the Pending Dues shall be calculated from the date of issue of termination notice by the Company to the Director or from the date of issue of resignation notice by the Director to the Company (as the case maybe) till the last date of employment of such Director in the Company(the date of which shall be specified in the termination notice or the resignation notice as the case maybe).

8. <u>NON-DISCLOSURE OF CONFIDENTIAL INFORMATION</u>

8.1 The Director shall protect the Confidential Information of the Company and / or its Affiliates in the manner, and with the endeavour, of a reasonable Person protecting his / her / its own confidential information and shall use reasonable efforts to store the Confidential Information in such a way as to prevent unauthorised disclosure.

8.2 Without prejudice to the other rights of the Company, in the event of unauthorised disclosure or use of the Confidential Information occurring through a disclosure made to the Director, the Director shall use all reasonable endeavours to assist the Company in recovering and preventing the use, dissemination, sale or other disposal of such

Confidential Information.

8.3 The Director acknowledges that during the course of Director's employment, he will have and / or has had access to Confidential Information about the Company and / or its Affiliates and / or information of value or significance to the Company's Competitors (present or potential) or otherwise in its possession and that Director's employment with the Company shall bring him into close contact with many confidential affairs of the Company and / or its Affiliates, including without limitation, the Confidential Information.

8.4 The Director acknowledges that:(i) such Confidential Information is not readily available to the public other than in normal course of business and was developed by the Company and / or Affiliates with great effort and expense; and (ii)the Company has invested and will continue to invest extensive time, resources, talent, and effort to develop its Confidential Information, all of which generates goodwill for the Company .

8.5 In recognition of the foregoing, during the employment and after the termination of Director's employment (regardless of the reason for any such termination) for a period of 10 (ten) years thereafter or till such time as the Investor continues to be a shareholder of Molbio Diagnostics Private Limited whichever is earlier, or until such time as the Confidential Information is generally published or is available to the general public other than through the Director's unauthorized disclosure, the Director shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of Director's employment by, or in furtherance of the business of the Company and Affiliates) any Confidential Information and the Director shall during the continuance of Director's employment by the Company use his best efforts to prevent the unauthorized publication or misuse of any Confidential Information.

8.6 Notwithstanding the aforesaid, the Director may disclose Confidential Information where ordered to do so, by any Government, judicial or quasi-judicial authority; provided however, that the Director shall in such a case give the Company at least 10 (ten) days' notice (in writing) of any prospective disclosure and shall assist the Company in obtaining an exception protective order preventing such disclosure.

8.7 All documents, records, data, apparatus, equipment and physical property, whether or not proprietary in nature or pertaining to Intellectual Property or Confidential Information, which are furnished to the Director by the Company and its Affiliates or are produced by the Director in connection with the Director's employment will remain the sole property of the Company . The Director will return to the Company all such materials, information and property, including any material or medium from which any proprietary information or Confidential Information may be ascertained or derived, as and when requested by the Company. In any event, the Director will return all such materials and property immediately upon the termination of the Director's employment for any reason. The Director will not retain any such material or property or information or any copies, compilations or analysis thereof after such termination. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Director. Further, the Director shall compensate the Company for any misuse or damage to the Confidential Information of the Company.

8.8 The Director hereby represents and warrants that the performance of his obligations under this Agreement will not breach any agreement to maintain in confidence proprietary information acquired by the Director prior to or outside the scope of Director's employment by the Company. The Director covenants that he will not disclose to the Company or its Affiliates, or use, or induce the Company or any of its Affiliates to use, any proprietary information or trade secrets of any third party, including any previous employer of the Director, at any time , unless such information or trade secrets is made available for use without restrictions by such third party or the Director has obtained general or specific authorization, as the case may be to use or disclose such proprietary information or trade secrets. In determining whether the proprietary information or trade secrets of a third party are available for use without restrictions, the Director shall in the absence of any clear communication from such third party, be entitled to use/disclose such proprietary information or trade secrets, if the Director has undertaken reasonable measures to confirm that such proprietary information or trade secrets can be used/disclosed without restrictions.

8.9 The Director undertakes that he shall not violate any non-disclosure or proprietary rights agreement he may have signed in connection with any such person or entity.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All rights, title and interest in any intellectual property arising out of or in connection with the Director's employment, whether or not developed within working hours, including without limitation any and all patent(including process and product patents), copyright, trademarks, moral rights, design rights, database rights, trade names, service marks and other proprietary rights),that is now or may be available, in any ideas, inventions, discoveries, concepts, designs, know-how developments, improvements, original works of authorship, material, trade secrets, business and product names, logos, industrial models, designs, databases, methodologies, software, computer programs (including all source codes), technical information, engineering and technical drawings, know-how created or conceived by the Director (either solely or jointly) in course of Director's employment with the Company together with all associated service names, brand names, internet domain names and sub-domains, (collectively herein "**Intellectual Property**") in the Company's premises or using the Company's property or other proprietary rights therein, shall vest with and belong to the Company upon creation and be the property of the Company.

9.2 The Director agrees to promptly disclose to the Company in writing all Inventions that Director conceives, develops and/or first reduces to practice or creates, either alone or jointly with others. The Director shall assign all of Director's rights, title and interest in all such Inventions to the Company. If required by the Company, the Director hereby irrevocably designates and appoints the Company's duly authorized officers and agents as Director's agents and attorneys-in-fact to act for and on Director's behalf to do all actions and take all steps for the assignment and/or transfer of ownership of any Invention to the Company.

9.3 The Director acknowledges that he is not entitled to use the Inventions for Director's own benefit or the benefit of anyone except the Company without written permission from the Company, and then only subject to the terms of such permission. Director further agrees that Director will communicate to the Company, as directed by the Company, any facts known to Director and testify and co-operate in any legal proceedings including signing all documents as required by the Company to carry into full force and effect, the assignment, transfer and conveyance of Inventions hereby made or to be made.

9.4 Any and all copyrightable works that are prepared by the Director, within his scope of service, is "work for hire" under Applicable Law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the first owner of the Intellectual Property, created by the Director, the copyright and all related rights, title and interest in all such Intellectual Property is irrevocably assigned by the Director to the Company in consideration of the Director's employment with the Company which constitutes valid and adequate consideration.

9.5 The Director hereby, without further consideration, perpetually and irrevocably transfers, assigns and conveys all right, title and interest to such Intellectual Property worldwide that the Director may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by Applicable Law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company's request, the Director shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or it's designates') ownership in Intellectual Property hereunder. Further, all records, documents, papers (including copies and summaries of them), "professional packages" and other copyright protected works made or acquired by the Director in the course of Director's employment shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company.

9.6 Power of Attorney: Should the Company be unable to secure the signature of the Director on any document necessary to apply for, prosecute obtain, protect or enforce any Intellectual Property due to any cause, the Director hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Director's agent and attorneys to do all lawfully permitted acts, in case of its inability as indicated above, to further the prosecution, issuance, and enforcement of Intellectual Property or protection in respect of the Director's contribution, with the same force and effect as if executed and delivered by the Director.

9.7 The Director shall, at the Company's cost, from time to time, as may be reasonably requested by the Company , do any and all things and execute such documents which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such Intellectual Property or other proprietary information specified above, including, without limitation, the execution of appropriate copyright and / or patent applications or assignments.

9.7.1 The Director hereby represents and warrants that he shall not use or integrate any third-party materials or data that are not validly licensed to the Company provided that the Director may integrate such third-party materials or data as are made available for use without restrictions or where the Director has obtained general or specific authorization, as the case may be to use the third-party materials or data. In determining whether the third-party materials or data are available for use/integration without restrictions, the Director shall in the absence of any clear communication from such third party, be entitled to use/ integrate such third-party materials or data, if the Director has undertaken reasonable measures to confirm that such third-party materials or data can be used/integrated without restrictions.. The Director represents and warrants that the Director has not violated the Intellectual Property of any third party, and covenants that the Director shall not violate the Intellectual Property of any third party in the course of Director's employment with the Company. In the event the Company is held liable for the violation of any such Intellectual Property, which is directly and solely attributable to the acts of the Director (provided that it shall be the responsibility of the Director to issue appropriate instructions to the members of any team which is working with the Director, to refrain from infringing the registered Intellectual Property of any third Party), the Director undertakes to indemnify and keep indemnified the Company, as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from. In case any non-infringing third party intellectual property is integrated in any Intellectual Property created by the Director, the Director agrees to grant to the Company a non-exclusive, fully transferable, perpetual, worldwide, fully paid-up license to use, and modify, such third party intellectual property. The Director shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents to effect the foregoing.

9.8 Nothing in this Agreement shall be construed as granting to Director any rights under any Intellectual Property of the Company, nor shall this Agreement grant Director any rights in or to Confidential Information of the Company other than the limited right to review and use such Confidential Information solely for the purpose of being in the employment for the benefit of the Company.

9.9 **Prior Inventions**

9.9.1 Attached hereto as **Schedule 2** is a complete and accurate list describing all Inventions (as defined below) which were conceived, discovered, created, invented, developed and/or reduced to practice by Director prior to the commencement of Director's employment that have not been legally assigned or licensed to the Company (collectively: "**Prior Inventions**"). If there are no such Prior Inventions, Director shall initial **Schedule 2**to indicate Director has no Prior Inventions to disclose.

9.9.2 The Director acknowledges and agrees that if in the course of Director's employment, Director incorporates or causes to be incorporated into a product, service, process, file, system, application or program a Prior Invention, Director will grant the Company a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, sublicensable and assignable license to make, have made, copy, modify, make derivative works of, use, offer to sell, sell or otherwise distribute such Prior Invention as part of or in connection with such product, process, file, system, application or program The Director agrees to promptly disclose to the Company in writing all Inventions that Director conceives, develops and/or first reduces to practice or creates, either alone or jointly with others. The Director shall assign all of Director's rights, title and interest in all such Inventions to the Company. If required by the Company, the Director hereby irrevocably designates and appoints the Company's duly authorized officers and agents as Director's agents and attorneys-in-fact to act for and on Director's behalf to do all actions and take all steps for the assignment and/or transfer of ownership of any Invention to the Company.

9.9.3 The Director acknowledges that he is not entitled to use the Inventions for Director's own benefit or the benefit of anyone except the Company without written permission from the Company, and then only subject to the terms of such permission. Director further agrees that Director will communicate to the Company, as directed by the Company, any facts known to Director and testify and co-operate in any legal proceedings including signing all documents as required by the Company to carry into full force and effect, the assignment, transfer and conveyance of Inventions hereby made or to be made.

9.9.4 Any and all copyrightable works that are prepared by the Director, within his scope of service, is "work for hire" under Applicable Law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the first owner of the Intellectual Property, created by the Director, the copyright and all related rights, title and interest in all such Intellectual Property is irrevocably assigned by the Director to the Company in consideration of the Director's employment with the Company which constitutes valid and adequate consideration.

9.9.5 The Director hereby, without further consideration, perpetually and irrevocably transfers, assigns and conveys all right, title and interest to such Intellectual Property worldwide that the Director may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by Applicable Law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company's request, the Director shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or it's designates') ownership in Intellectual Property hereunder. Further, all records, documents, papers (including copies and summaries of them), "professional packages" and other copyright protected works made or acquired by the Director in the course of Director's employment shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company.

9.9.6 Power of Attorney: Should the Company be unable to secure the signature of the Director on any document necessary to apply for, prosecute obtain, protect or enforce any Intellectual Property due to any cause, the Director hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as the Director's agent and attorneys to do all lawfully permitted acts, in case of its inability as indicated above, to further the prosecution, issuance, and enforcement of Intellectual Property or protection in respect of the Director's contribution, with the same force and effect as if executed and delivered by the Director.

9.9.7 The Director shall, at the Company's cost, from time to time, as may be reasonably requested by the Company , do any and all things and execute such documents which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such Intellectual Property or other proprietary information specified above, including, without limitation, the execution of appropriate copyright and / or patent applications or assignments.

9.9.8 To the extent the Director has any rights in the results and proceeds of the Director's services hereunder that cannot be assigned in the manner described above, the Director unconditionally and irrevocably waives the enforcement of such rights.

9.9.9 Nothing in this Agreement shall be construed as granting to Director any rights under any Intellectual Property of the Company, nor shall this Agreement grant Director any rights in or to Confidential Information of the Company other than the limited right to review and use such Confidential Information solely for the purpose of being in the employment for the benefit of the Company.

9.9.10 This Clause 9 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company or any of its Affiliates being the Director's employer.

10. <u>NON-COMPETITION AND NON-SOLICITATION RESTRICTIONS</u>

Clause 24 of the Investment Agreement shall *mutatis mutandis* be incorporated and apply as Clause 10 of this Agreement.

11. <u>CO-OPERATION FOLLOWING TERMINATION</u>

11.1 The Director agrees that, following the discontinuance of the Director from the employment of the Company, he shall for a reasonable period of time cooperate fully with the Company in all matters relating to the completion of his pending work on behalf of the Company and the orderly transition of such work to such other employees as the Company may designate.

11.2 The Director further agrees that during and following the termination of Director's employment he shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he has any knowledge or that may relate to him or Director's employment relationship with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to him related to such claims, controversies, disputes or complaints and co-operating in any legal proceedings as maybe required .

12. **BINDINGAGREEMENT; ASSIGNMENT**

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and permitted assigns.

12.2 The Parties understand that the obligations of the Director are personal and shall not be assigned by him / her without the prior written consent of the Company.

13. **AGREEMENT; AMENDMENT**

13.1 This Agreement executed between the Director with the Company, contain the entire understanding of the Director and the Company with respect to the offer and appointment of such Director and the Director's post-termination restrictions by the Company and subject to the provisions of the Investment Agreement supersede any and all prior understandings, written or oral, between the Director and the Company and between the Director and any Affiliate or predecessor of the Company.

13.2 This Agreement may not be amended, waived, discharged or terminated orally. It may only be amended by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Director and a duly authorized officer of the Company.

14. **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law or regulation or Government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

15. **GOVERNING LAW; ARBITRATION**

15.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India and the courts at Bangalore shall have exclusive jurisdiction to try all disputes arising between the Parties pursuant to this Agreement.

15.2 Subject to Clause 16 below, all disputes, controversies and differences of opinion arising out of or in connection with this Agreement which cannot be settled amicably by the Parties hereto shall be resolved by a sole arbitrator appointed by mutual agreement of the

Company and the Director within thirty (30) days of the issue of notice of such dispute. If such mutual agreement is not arrived at within the aforesaid 30 (thirty) day period, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and statutory re-enactments or modifications thereof for the time being in force. The decision of the arbitrator shall be final and binding on the Parties. The venue of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in the English language.

16. **REMEDIES**

16.1 Notwithstanding anything contained herein and without limiting the remedies available to the Company, the Director acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary injunction and a permanent injunction through any court of competent jurisdiction restraining the Director from engaging in any activities prohibited by this Agreement or such other equitable relief as may be required.

16.2 The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity. The existence of any claims that the Director may have against the Company will not be a defense to the enforcement by the Company of any of its rights under this Clause 16.

17. **NON-DISPARAGEMENT**

The Director shall not, directly or indirectly, make or cause to be made and shall cause his Affiliates and the equity holders, officers, directors, agents and representatives of any entity controlled by the Director not to make or cause to be made, any disparaging, denigrating, derogatory or other negative, misleading or false statement orally or in writing, on websites, blogs, social media forums or any other medium, to any person or entity, including, without limitation, press and investors in, Competitors of and advisors to the Company and its Affiliates, about the Company and its Affiliates or their respective members, officers or directors, or the investment or business strategy or plans, policies, practices or operations of the Company or its Affiliates.

18. **MISCELLANEOUS**

18.1 All notices of communication required to be given by the Company to the Director by virtue of this Agreement shall be in writing and shall be sent to the address of the Director available in the records of the Company and any notice to be given by the Director to the Company shall be to the registered office of the Company.

18.2 No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver (in writing) or consent (in writing) given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.

18.3 By entering into this Agreement, the Director certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement. The Director has been provided with an opportunity to consult with the Director's own counsel with respect to this Agreement.

18.4 The requirements and covenants of Clauses 5, 8, 9, 10, 11, 15, 16, 17 and 18 and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Director's employment with the Company.

[Remainder of the page intentionally left blank; schedules and signature pages follow]

Schedule 1
DIRECTOR COMPENSATION

Director’s remuneration is of Rs.10,00,000 per month

Schedule 2
PRIOR INVENTIONS

----- NIL -----

Schedule 3
INTERESTED COMPANIES

SR. NO	NAME OF COMPANY/FIRM	CIN/FCRN/LLPIN	DESIGNATION	DATE OF APPOINTMENT
1.	Deciphar Life Sciences Private Limited	U74140KA2001PTC029114	Director	10.04.2008
2.	Bigtec Healthcare Private Limited	U85195KA2011PTC058084	Director	11.04.2011
3.	Remfuel Bioenergy Private Limited	U40102KA2008PTC048395	Director	25.11.2008
4.	Molbio Diagnostics Private Limited	U33125GA2000PTC002909	Director	29.09.2012

IN WITNESS WHEREOF the Parties have signed this Employment Agreement on the date and year first above written.

Signed by and on behalf of
Bigtec Private Limited

____

Name: Mr. Gopalkrishna Mangalore Kini
Title: Director

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on the day and the year first hereinbefore written.

By:

Chandrasekhar

____

Director Name: Mr. Chandrasekhar Bhaskaran Nair