
	<b>Pharmanza Herbal Pvt. Ltd.</b> <b>Plot No 214, Borsad - Tarapur Road, Kaniya - 388430</b>
<b>Title</b>	<b>Inventions and Proprietary Information Agreement</b>


As a condition of my employment with Pharmanza Herbal Private Limited (PHPL), its subsidiaries, affiliates, successors, or assigns (together “the Company”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. I acknowledge that in its business, the Employer has developed and commercially used valuable technical and non-technical information and, to protect the legitimate interests of the Employer, it is necessary for the Employer to protect certain of the information either by patents, copyright, industrial design or by any other available mechanism, or by maintaining the information as secret or confidential.
2. I acknowledge that, through my employment with the Employer, I may be exposed to or generate confidential information including, without limiting the generality of the foregoing, technology, know-how, trade secrets, data, processes, inventions, developments, formulations, discoveries, algorithms, applications, methods of manufacture, information pertaining to existing or potential customers, suppliers, markets, contracts, prices, programs, strategies and products, and improvements thereof, whether oral or written, but not including information otherwise publicly known not as a result of a breach of this Agreement, information acquired by me through my own independent research and experience, and information which was lawfully in my possession prior to receipt thereof from the Employer.
3. I agree that I shall not disclose to any person, firm or corporation, nor use for my own or another person’s benefit, either during or after my employment, any confidential information referred to in this agreement, except as otherwise specifically authorized in writing by the Employer.
4. I will not disclose to the Employer or induce the Employer to use inventions or confidential information belonging to others.
5. I agree to perform for the Employer such duties as may be designated from time to time, which may include the functions of inventing, improving, discovering and developing new and novel devices, methods and principles relating to the work of the Employer. Any invention, including without limitation, new contributions, concepts, ideas, algorithms, developments, discoveries, processes, compositions, techniques or improvements thereof, made, conceived, learned or reduced to practice during the course of my employment, and all trade secret, patent, copyright, and other intellectual property rights worldwide therein, are the property of the Employer, to which all right, title and interest in and to the same are hereby assigned, whether or not they are patentable or copyrightable or otherwise capable of statutory protection and whether or not they are made by myself or jointly with any other persons. I also hereby waive all moral rights into


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any copyright assigned hereunder. I also agree to assign all my right, title and interest in and to any such invention to a third party as directed by the Employer. I agree that during my employment by the Employer, I will promptly and fully disclose in writing and assign to the Employer, all such inventions. I also agree, if requested, to assist the Employer or its authorized representative in preparing and obtaining any patents, copyrights, industrial designs or securing any other rights for such inventions, in any and all countries. I also agree, upon request, to execute without further consideration, such documents as may reasonably be required to obtain the patents, copyrights, industrial designs or other rights. In the event the Employer is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in Sections 5 and 7 hereof, I hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Employer any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned, hereunder to the Employer.

6. I agree that, during my employment, I will not apply for any patent, copyright or industrial design or otherwise secure any other right in any country for any invention, including new contributions, concepts, ideas, algorithms, developments, discoveries, processes, compositions, techniques or improvements thereof, without the prior written consent of the Employer. In addition, I will promptly inform the Employer of all patent applications filed by me or on my behalf within one year of termination of employment with sufficient details to enable the Employer to reasonably determine that it is not the owner thereof.
7. I agree, both during and subsequent to my employment by the Employer, and without any additional compensation other than for out-of-pocket costs incurred, to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitution, renewal and re-issue applications, execute all assignment papers, make all rightful oaths and generally do everything necessary or desirable to assist the Employer or its successors and assigns in obtaining and enforcing proper protection for its patents, copyrights and industrial designs or other relevant rights in any and all countries.
8. I agree to make and maintain for the Employer, adequate and current written records of all my innovations, inventions, discoveries and improvements.

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9. I acknowledge that all records or copies of records concerning the Employer's activities, business interest or investigations made or received by me during my employment with the Employer are and shall be the property of the Employer. I agree to keep such records or copies in the custody of the Employer and subject to its control, and to surrender the same at the termination of my employment, or at any time during my employment, at the Employer's request without keeping any copies thereof. Prior to leaving my employment with the Employer, I agree to cooperate with the Employer in completing and signing the Employer termination statement at the Employer's request. In the event that I leave the employ of the Employer, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.
10. I agree to obtain the written consent of the Employer in advance of any presentation or publication, or submission for presentation or publication, of any speech, paper or article authored by me, either alone or jointly with others.
11. This Agreement shall be binding on my heirs, executors, legal representatives and assigns and shall inure to the benefit of any successors and assigns of the Employer.
12. The attached memorandum sheet fully describes all inventions developed by me or jointly with others before being employed by the Employer ("Prior Inventions"), and which is, therefore, not part of this agreement. If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to fully describe such Prior Invention in the attached memorandum, but am only to disclose a cursory name for such invention, a listing of the party to whom it belongs and the fact that full disclosure has not been made due to confidentiality obligations. If no such disclosure is attached, I represent that there are no Prior Inventions.
13. I acknowledge and agree that, to the extent I have created copyrightable material prior to my employment with Employer ("Pre-Existing Materials") and have agreed to permit the use by Employer of such Pre-Existing Materials, Employer shall have a non-exclusive perpetual license to distribute in any and all media whether now known or hereafter developed, any such Pre-Existing Material provided by me to the Employer from time to time during the term of my employment. I hereby represent and warrant that the foregoing license in such Pre-Existing Material does not and will not infringe the rights of any third party and hereby indemnify the Employer from any and all damages resulting from a claim related to the use of such Pre-Existing Material by Employer.
14. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Employer, nor shall it interfere in

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any way with my right or the Employer's right to terminate my employment at any time, with or without cause.

15. The obligations in Sections 3, 5, 6 and 7 shall apply to any period during which I was previously employed, or am in the future employed, by the Employer as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Inventions and Proprietary Information Agreement along with the Employment Agreement entered into between me and the Employer are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Invention and Proprietary Information Agreement, nor any waiver of any rights hereunder, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

IN WITNESS WHEREOF the parties have executed this Inventions and Proprietary Information Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_,

***Pharmanza Herbal Private Limited***

***EMPLOYEE***

\_\_\_\_\_

\_\_\_\_\_

Print Name

Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**Inventions not forming part of this agreement**

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