

## Undertaking

### **I(Employee) undertake and agree that:**

- 1) The work for which I(Employee) am appointed is and will be of a private nature, and in connection with the performance of my services on behalf of JRM Solution, its subsidiaries and affiliates (together with their predecessors and successors, the "Company/firm"), the Company/firm may make available to me information of a private nature as to the Company/firm and the Company/firm's clients' and prospective clients' business, strategies, methodologies, operations, technologies (including computer software), financial affairs, organizational and personnel matters, policies, procedures, trade secrets, programs, operations, clients, prospective clients, employees and other non-public matters, including those concerning third parties ("Private Information"). I (Employee) agree that I(employee) will receive in strict confidence all such Private Information belonging to the Company/firm or to its clients or prospective clients. I(employee) further agree to use my best efforts to maintain and to assist the Company/firm in maintaining the confidentiality of all such Private Information, and to prevent it from coming into unauthorized hands.
- 2) I (employee) will neither copy nor distribute any material, or other information constituting Private Information which comes into my possession as result of my employment by the Company/firm, other than for the Company/firm use.
- 3) I(employee) will engage myself exclusively in the work assigned by JRM Solution and shall not take up any independent or individual assignments (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of any Director/CEO.
- 4) I (employee) shall ensure that I(employee) shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of JRM Solutions.
- 5) I (employee) will not during the period of service, by the Company/firm nor at any time thereafter, directly or indirectly, disclose to others and/or use for my own benefit or for the benefit of others, Private Information acquired by me during the period of my employment, except to the extent as may be reasonably necessary in the ordinary course of performing my duties as an employee of the Company/firm.
- 6) Upon termination of my contract with the Company/firm, I(employee) will return to the Company/firm or to the client or prospective client all materials and information that constitutes Private Information and any copies thereof and certify to the Company/firm that I(employee) no longer have any rights to such materials or information, and I(employee) will represent that the original and all copies of such materials and information have been returned to the Company/firm or to the client or prospective client.
- 7) I(employee) will not, for a period of 5 year after the termination of this agreement, directly or indirectly solicit to provide or provide any professional services such as those provided by the Company/firm for anyone who is a competitor, supplier, vendor or any customer of the Company/frim anytime during the 5year prior to my leaving the Company/firm and for whom I(employee) provide any service as an consultant of the Company/firm during the three years prior to my leaving.

8) I will not, (a) for a period of eighteen months after the termination of this agreement directly or indirectly, without the prior written consent of the Company, solicit for service period with myself or any competitor, supplier, vendor or any customer of the Company with whom I am associated, any consultant of the Company or otherwise (b) disrupt, impair, damage, or interfere with the Company's relationship with its consultants; (c) upon the termination of my service period, retain, copy, or utilize any confidential, privileged or proprietary information, trade secrets, or other property of the Company, including but not limited to manuals, software, data, files, client lists or materials, or other data, publications or materials. The non-compete provisions of this paragraph will not apply to a client of the Company or any predecessor of the Company/firm for whom I performed services or with whom I had significant professional contact prior to joining the Company/firm. If the Company/firm requests me to terminate my relationship with the Company/firm, the non-compete provisions of this paragraph will not apply to me with respect to those clients of the Company/firm, if any, as to which the Company/firm and I reach mutual agreement.

9) I (employee) have not provided with any false declaration or willfully suppressed any material information. If I have, I (employee) will be liable for removal from service without notice.

10) My (employee) contract terms may be specifically enforced legally, if required. In this connection, if any of the provisions of this Agreement are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this Agreement shall continue in full force and effect.

11) My (employee) contract terms supersede and replace any existing agreement or understanding, if any, between JRM Solutions and myself (employee) relating to the same subject matter.

12) I (employee) acknowledge that all patents, copyrights, design rights, trade secrets and other proprietary rights in or related to the confidential information and company/firm deliverables are and will remain the exclusive property of Company/firm / Client[s]. I will not contest Company/firm / Client[s]'s proprietary rights or acquire any right in the confidential information or outputs, except the limited use right specified herein

I have read all portions of the letter and confirm that I agree with all the terms and conditions stated above on my appointment letter.

Sincerely,

JRM SOLUTION



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