

CONFIDENTIAL



SGP TECHNOLOGIES, INDIA
A DIVISION OF i4 KNOWLEDGE
PROCESSING PVT. LTD.

SECURITY & PRIVACY POLICIES AND PROCEDURES

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Disclaimer:

This document is not intended to be an all-inclusive list of policies and procedures of i4 Knowledge Processing Pvt. Ltd. or any of its affiliates / subsidiaries / associates / principals / agents. However, it is a guide to help answer the most commonly asked questions and sets forth the guidelines under which this company operates.



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Overview: I4 Knowledge Processing Pvt. Ltd.

Overview: i4 Knowledge Processing Pvt. Ltd.

i4 KP is formed to provide managed support to CPA, financial research and Advisory firms with a pool of qualified resources to address the specific needs of global financial industry.

We are a co-sourcing organization to bridge the gap of your requirements of financial skilled personnel not JUST to reduce the cost of your operations but allow you to delegate important tasks to support your routine activities.

Our objective is mainly to provide expertise that you always wanted with Minimal training, Zero human resource maintenance and with NO fixed cost commitments.

We have strategic presence in India to access the best skills at attractive price in this increasingly flat world. I4 KP operates out of world-class infrastructure, seamless data and voice connectivity between geographical boundaries in a fully secured environment.

i4 KP is founded by those having over 25 years of experience in 'Building and Operating' US based organizations in India. The management team has 8 years of experience in providing managed outsourcing services to CPAs, Wealth Management firms and Financial Advisory firms of US.

i4 Knowledge Processing, ISO 9001:2008 company: i4 Knowledge Processing has been awarded ISO 9001:2008 certification under the scope of "Knowledge Based Services and Support for US Tax, US Accounting, Advisor Administrator and Para Planning" by Joint Accreditation System of Australia and New Zealand (JAS-ANZ).

JAS-ANZ, member of International Association Forum is a world Association of Conformity Assessment Accreditation bodies in the field of Management System, Services, Personnel etc.

ISO 9001:2008 is an international standard related to quality management system based on eight quality management principals (All fundamental to a good business practices). The certification is being awarded after audit by the external auditors of accredited bodies with annual surveillance audits as conformity of QMS.

Our Services:

1. Advisor Administrative Services:

- Advisor Support
 - Portfolio Accounting
 - Financial Plan generation
 - Customized Investment Reports
 - Advisor Billing
 - Investment Account Paperwork
- Broker and Advisor Transition
 - Pre-boarding
 - On boarding tasks
 - ADV regulatory filing
 - Advisor Support requests
 - Paperless Document storage

- Back-office Support
 - o Data Clean-up
 - o Software Data Entries
 - o Redtail, Omniscient, SmartOffice, Act, & proprietary CRM's
 - o Digital Document Management
- Research
 - o Stocks & Mutual funds research
 - o Portfolio Analysis
 - o Niche Industry/Sector Research
 - o Economic Outlook
 - o PIPE & Private Equity Deal Reviews

2. Data Management and Analytics:

- Para Planning
- Accounting and Tax
 - Accounting**
 - To Include
 - o Bookkeeping (Invoices, Bills and Other Entries)
 - o Reconciliations
 - o Periodic & Customized reporting
 - o Annual or year-end adjustments
 - o Finalization of Accounting for tax prep
 - o Fixed Cost projects

Tax Preparation

- To Include
 - o Individual Income Taxes
 - o C-Corporation Income Taxes
 - o S-Corporation Income Taxes
 - o Partnership Income Taxes
 - o Fiduciary Income Taxes
 - o Amended Tax Returns
 - o Tentative Tax Refund returns
 - o State Tax Returns
- Tan Planning
- Special Accounting Services
- Accounting Forensic

3. Technology Products:

- Enterprise File sharing and Endpoint backup
- Financial Reporting Software
- Data Analytics

4. Research and Analysis:

- PIPE/Private Equity Deal reviews
- Comparable Companies Analysis
- Financial Modeling and Valuation Analysis
- Fundamental Research
- Data Analytics
- Business Research
- Niche Industry / Sector Research

5. Back Office Applications:

I4 Knowledge Processing provides a wide variety of skill based back office support for its partners. For example: we convert all existing customer folders to an electronic filing system. The required specific data is extracted from customer files and put into a web based database (Example: Smart Office) to allow routine on- line access.

All I4 Knowledge Processing Pvt. Ltd. services are customized to address customers' typical requirements. The services include solutions based on outsourcing and in sourcing platforms to take maximum advantage of our **qualified and experienced staff**.

Key Personnel:

Rasesh Kothari
Managing Director
rasesh@i4kp.com



Rasesh Kothari is an entrepreneur having interests in Media, Information Technology and Finance companies. He has over 28 years of experience in successfully Building and Operating organizations in India. Some of those organizations are built and operated for the US companies with global culture, high business values and well defined processes.

Rasesh has co-founded Information Technology companies, both in hardware and software in the niche segments of Data Storage Solutions and patented Migration Technology respectively. Rasesh continues to serve as the chairman of Storage Solution Company and a Media Company which he has inherited.

Rasesh is the Managing Director and CEO of i4 Knowledge Processing Pvt. Ltd. He has been instrumental in building, operating and managing i4 Knowledge Processing Pvt. Ltd.'s operations to support global requirements.

Rasesh has been serving various Charitable Trusts and a local Bank in the capacity of a director.

Rasesh has a Degree in Commerce with specialization in Business Management and a Masters Degree in Business Management. He also has a certification in Printing Technology and Taxation Practices. Rasesh has a Diploma in Music and plays an Indian musical instrument.

Sujana Shah
V.P. (Projects)
sujanas@i4kp.com

Sujana Shah is VP - Projects with i4KP. Sujana has been with the company since its inception and has successfully implemented various projects in financial planning, insurance illustrations, paramedical services, legal services as well as other domains.



Sujana holds an MBA in Finance, a Masters in Commerce as well as a Bachelors in Law degree.

In her free time Sujana likes to read, paint and travel.

Rajendra Parmar
rajendrap@i4kp.com

Rajendra is Team Manager of Accounting and Taxation Services team at I4 Knowledge Processing.

Rajendra has a degree in commerce. He has also a specialized degree in accounting and taxation from the Institute of Chartered Accountants of India, which is equivalent to the CPA degree. He has nine years of diverse experience in Business Process Outsourcing in International Accounting and Taxation services.



At I4 Knowledge Processing, Rajendra is responsible for the operations and development of Accounting and Tax support service group. He has been solely responsible for leading and executing I4 Knowledge Processing's operational excellence and service delivery. In this role he utilizes the best industry practices to ensure that clients receive the best quality of service. He has also a responsibility of development of business of I4 Knowledge Processing.

Rajendra is a very versatile and sensible person with rich accounting experience from a prior tenure with a US-based company, where he was Reviewer – Accounts & Tax. One of his key strengths is his well-developed innovation and value addition skills and the ability to lead by example.

He likes to read the books, conduct independent research in the evolving trends in the industry.

Kaushal Porval

kaushalp@i4kp.com

Kaushal is a senior knowledge integrator with the Accounting & Support Services Group.

Kaushal has a Master degree in Commerce, majoring in Accountancy & Statistics. His areas of specialization include Accounting, Auditing, Taxation, Service tax and company law matters.

Kaushal has been with I4 Knowledge Processing since its inception. He has eight years of concerned experience in the area of tax preparation and accounting. Currently, he is controlling all financial functions of I4 Knowledge Processing and also assists in tax and Accounting projects for U.S. clients in the team.

His other areas of interest are traveling and reading.

**Armando Halder**

armandoh@i4kp.com

Armando is a Senior Knowledge Integrator with I4 Knowledge Processing financial planning team. He has an experience of over 3.5 years working with the Financial Planning team.

He handles variety of tasks including financial analysis, research, report development, etc.

He holds a MBA degree with specialization in Finance. He is also pursuing his CFP certification.

His interests include travelling, reading, blogging and photography.

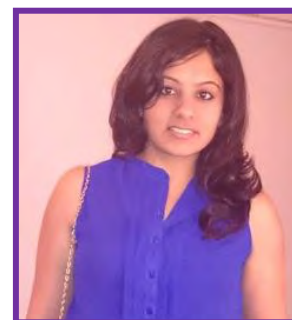
**Kanika Chawla**

kanikac@i4kp.com

Kanika Chawla is a Senior Knowledge Integrator responsible for client's relationship. She is working with I4 Knowledge Processing Pvt. Ltd. for the past 4 years as the senior team member of Financial Planning Support group. Kanika is an MBA (Finance) and CFP.

As the Financial Planning support team member, Kanika has extensive experience in portfolio accounting to include Posting, Reconciliation, Rebalancing and Financial Database Management, Financial Plans Generation with customized reports and Investment Accounting paper work.

She has learnt basic level Spanish and French languages. Her other interests include reading, learning different languages, traveling and music.



Krutika Parikh Patel

Krutikap@i4kp.com

Krutika is a Senior Knowledge Integrator with I4 Knowledge Processing with Advisor Support Service Team. She has been with I4 Knowledge Processing for more than 3.5 years. She also has experience working with Financial Planning Department for 2.5 years.

She is an MBA specialized in Finance from Deakin University, Melbourne. Previously she was working as a Debt collector in one of Debt Collection Agency and also has worked as a Tele-Sales agent. She also has worked with HDFC Bank as a sales coordinator.

She is a Diploma Holder of Financial Management. Her interests include dance, reading and travelling.

**Suvas Shah**

Suvass@i4kp.com

Suvas is a Senior Knowledge Integrator with I4 Knowledge Processing accounting & taxation team.

He holds a Master Degree in Commerce with specialization in Accounting & Tax.

He has working experience of over 9 years in the area of accounting & taxation outsourcing service in U.S. market. He also has diversified experience of global accounting by working with UK and Australian accounting business.

At I4 Knowledge Processing, he handles variety of tasks including tax and Accounting research, training to fresher's, bookkeeping, prepare tax returns of Individuals, company, corporation, trust, implementation of client policies to various projects etc.

His interests include travelling, shopping, music & watching TV.

**Ashutosh Khamar**

ashutoshp@i4kp.com

Ashutosh is Office administrator and record keeper with I4 Knowledge Processing back office team. He has an experience of over 8 years working with the back office team.

He is responsible for completing the back office projects within the time limit as per client requirement.

He holds a Bachelor degree with specialization in Science.

His interests include travelling, reading, computer programming and sports.



Capabilities

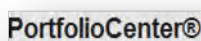
Financial Planning and Investment Support Services

Financial Planning	Data Input, Portfolio Input, Retirement Planning, Risk Analysis, Tax Planning
Investment Analysis	Account Statement Input, Investment Cost Analysis, Investment Comparison, Investment Proposal, Tax Analysis Planning
Performance Reporting	Periodic Reporting, Data Reconciliation, Asset Aggregation
Special Projects	Investment & Fund Screening, Research Projects, Legal Research, Set up client specific spreadsheets & presentations
Retirement Planning	Goal Planning, Cash Flow Analysis, Retirement Projections, Monte Carlo Probability Analysis and Legacy Planning
Investment Analysis	Investment Cost Analysis, Investment Comparisons, Cost Basis Analysis, Asset Allocation Analysis, Investment Risk Analysis, Risk Profile Analysis, Investment Proposal (Strategic Allocation, Tactical Allocation, Absolute Return, Alternative Investments)
Tax Planning	Roth Conversion Analysis, IRA Stretch Analysis, Estate Planning, Cost Basis Analysis, Tax Liability Analysis on Portfolio Change, Buy / Hold Analysis
Insurance Analysis	Life Insurance, Disability, Long Term Care, General Insurance
Advisor Administrative Support	Advisor Support, Broker and Advisor Transition, Back-office support

We improve the Financial Advisor's productivity and responsiveness by performing labor-intensive tasks from data input to the development of the Financial Plan & Investment Proposal and everything in between.

The advisor's task is can now be focused on optimizing the client solutions and provide extra value to enhance client relationships.

These are some of the programs we assist our clients with:



*We acknowledge the ownership of respective trade names and trade logos of respective owners.

Accounting and Tax Preparation Services

Accounting Services:

Bookkeeping Services	Data Input, Payroll Processing
Accounting Services	Periodic Closings/Reporting, Financial Statement Analysis, Budgets & Deviation Analysis
Taxation Preparation Services	Pre-Tax Documents Preparations, Tax Returns Preparation

Accounting Data Entry Process Include Bank Statements, Credit Cards, Sales Invoice Entries, Bills Payable, Payroll Sheet, Time Sheet

Periodic Closing / Reporting includes entering data in the books of accounts and posting closing entries at the end of specific period. Reports would include Financials & Cash Flow Statements.

Financial Statement Analysis - Detailed analysis of business performance through graphical presentation of the Balance Sheet, Profit & Loss Account and other related Schedules.

Budgets & Deviations - Preparing budgets on the basis of prior year's industry trends and analyzing deviations from the standards.

Accounting Software:

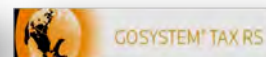


Taxation Services:

Pre Process - Retrieving and arranging documents for preparation of tax papers needed for filing returns

Preparation of Individual & Corporate Tax Returns – 1040, 1120S, 1065, 1041 State Returns etc.

Tax Planning & Support services software:

**Other Back Office Services:**

Digital Document Management	Virtual File Systems, Conversion from paper to digital systems
CRM Services	Data Input, Data Management, Marketing Management
Other Services (Paralegal)	Maintaining Portfolio Database in CLS, generation of various Legal Documents as requested by the client.

Company Policies and Statements

Company Policies and Statements

i4 Knowledge Processing Pvt. Ltd. reserves the right to change any terms or provisions of this document at any time. Employment with this company is "at will". This means that either you (the employee) or the firm may terminate the employment and/or contractual relationship at any time, for any reason under the terms of the contract.

1. Employment Policies:

a. Equal Employment Opportunities

It is the policy of I4 Knowledge Processing that no person shall, on the grounds of race, religion, sex, age, national origin or disability, be excluded from consideration for employment, be denied employment with, or be subject to discrimination of any kind by the company. I4 Knowledge Processing offers equal employment opportunities to all, based on merits.

b. Transfer / Promotion Policies

The company may transfer you between organizational entities, i.e., divisions, departments, affiliates, associates and offices in India or abroad in order to:

- a. Provide opportunities for new and broadened experience.
- b. Provide opportunities for advancement.
- c. Place employees in jobs for which they are best suited.
- d. Provide an effective means of meeting the company's changing personnel needs.
- e. Provide continuity of employment.

The timings of any transfer action will be planned by the management so that ongoing commitments are not jeopardized and new assignments are fulfilled in the desired manner.

Probationary period can be from two to six months, based on management discretion.

c. Privacy Rights

I4 KNOWLEDGE PROCESSING respects its employee's privacy and human dignity and no intrusive action is taken unless it is justified as wholly reasonable under the given circumstances.

I4 KNOWLEDGE PROCESSING may keep automated systems for measuring time, attendance, quality, productivity and other aspects of an individual or a group's behavior in the workplace. Employees will be notified, in advance, before such systems are placed into operation.

Surveillance systems, if installed and used, will only be for the purpose of detecting and observing intruders, monitoring access to restricted areas, tracking visitors who may pose as a security threat, countering fraud, detecting other workplace crime, detecting misuse of corporate resources, dealing with cases of suspected harassment

and recording evidence in appropriate cases. This will normally be confined to visual detection and observation for security purposes.

d. Personnel Records

The company maintains personnel's personal files containing their job related records and personal information. Contents of each personnel file include basic identifying information like name, address, employment application, hiring related documents and other employment related documents.

The company reserves the right to verify information provided at the time of employment without notifying the individual involved.

Access to personnel files is limited to management only. The company maintains confidentiality of personnel records.

2. Compensation Policies:

a. Classification of Employment Levels

I4 KNOWLEDGE PROCESSING classifies a position / designation based on the level and scope of required duties and responsibilities.

The classification process is designed to ensure that the required skill level and assigned responsibilities of a position are accurately reflected in the position descriptions.

At present I4 KNOWLEDGE PROCESSING has the following classification of positions:

- i. Vice President
- ii. Resource Manager
- iii. Senior Knowledge Integrator
- iv. Knowledge Integrator
- v. Office Administrator

b. Work Hours

I4 KNOWLEDGE PROCESSING allows flexible working hours to its employees within reason and as long as the hours kept by the employee do not create a hindrance or inconvenience to the conduct of meetings, force a change in the working hours of other employees, or impact their own work in any way, shape or form. However, certain hours are designated core hours when attendance is necessary. Normally our standard office hours are from 9.30 a.m. to 06.30 p.m. from Mondays to Fridays. It is required that every employee obtains management approval if they are planning not to attend office during standard office hours and intend to come late beyond 1 hour.

The basic work requirement for full-time employees is 44 hours in a week. Employees are not paid basic pay or overtime pay for working more than 44 hours in a week.

However, it is mandatory that work be completed on time as per the agreed-upon schedule. Hence if an employee works over and above standard office time, that employee may use approved credit hours during a subsequent day, week, or pay period, with management approval, to allow the employee to be absent from an equal number of hours of the employee's basic work requirement with no loss of basic pay.

c. Performance Evaluation

It is the policy of the company that all employees will receive a periodic performance evaluation from the management. Evaluations would take place once or twice during probationary period and at least once annually for regular employees. Performance evaluation need not necessarily result in revision of an employee's compensation package.

3. Time – Off Benefits:

a. Privilege Leave

Employees shall be granted one privilege leave every two months (i.e. 6 days in a calendar year). Such leave will be accrued till the end of the calendar year and will not be carried forward to the next year.

b. Holidays

Employees shall be granted time off to observe regularly scheduled legal holidays as per laws of India, and as declared from time to time. Every employee is requested to obtain a list of declared holidays from the office administrator.

Clarifications:

1. When a holiday occurs while an employee is on vacation or sick leave, that day will be considered a holiday and will not be charged against the employee's vacation or sick leave.
2. If an employee is assigned work that requires that employee to work on a regularly scheduled holiday, that employee will be granted equivalent time off on another day following the holiday when the employee worked. The employee is required to schedule this compensation time off and obtain management approval for the same.

c. Maternity Leave

Maternity leave will be treated as any other leave for sickness or disability, except that an employee who is unable to work because of pregnancy may elect to take a leave of absence without pay and without exhausting accumulated vacation or sick leave. Other than on medical advice a total of 12 weeks will be granted as leave of absence on account of pregnancy.

Upon return from maternity leave the employee will be given the same or comparable position to the one she occupied prior to the leave. The employee is expected to give

the management as much notice as possible before beginning maternity leave and at least two week notice prior to returning to work. Both notices must be in writing.

d. Death / Serious Illness in the Immediate Family

An employee shall be permitted up to 3 days of paid leave, over and above the accrued vacation and sick leave in any calendar year for bereavement or to attend to a death in the immediate family (spouse, parent, child, sibling, grandparent, grandchild or in-laws). In case of a serious illness in the immediate family, the employee will be permitted up to 5 days of paid leave, over and above the accrued vacation and sick leave in any calendar year. The employee shall provide prior notice to the management as to the need for and likely length of any such absence.

4. Employee Conduct

a. Personal Appearance

A good personal appearance, of all I4 KNOWLEDGE PROCESSING employees, is essential. Employees are expected to dress in a “Business Attire” on all business days. Friday is dress down day and employees may dress in casual attire.

Employees are also expected to observe and maintain proper habits of personal grooming and hygiene at all times.

Additionally, wearing of hats, caps, sweat bands, bandanas or helmets are not acceptable in the office.

b. Absenteeism

As an employee, you are treated as a professional, which means that you will be expected to complete your work on time and at the expected level of quality. If extra hours are needed to complete your work, you will be expected to put in those extra hours. If, on the other hand, you are able to complete your work in less than a standard workweek, you may use those extra hours as you see fit. In return for being treated as a professional, we expect you to behave accordingly and not to abuse these privileges.

Even though you will be treated as a professional and will presumably behave as one, general absence guidelines are nevertheless necessary to ensure that we are able to conduct business in a predictable manner. Although we are not interested in monitoring your attendance every hour of the day, the employee is required to provide advance notice of the office hours when that employee will be absent from work.

The employee is requested to note the following –

Absences: Employees are expected to be at work and to work a full workweek, except for authorized absences.

Notification Procedure: To obtain an authorized absence, the employee is required to obtain permission at least 2 weeks in advance from the management. The employee

is also required to obtain permission from management if he/she is going to be late for work on any particular day, or is going to be leaving early. It is important that an employee's unavailability does not hinder the work of another employee at any time.

Even in an emergency the employee is required to call in to the office administrator as soon as possible, and preferably prior to the beginning of office hours.

Failure to Notify: If the employee does not attend office and fails to notify the management of the same without cause, the employee may be terminated immediately. If no notification has been received for three or more consecutive days, that employee will be considered to have resigned and will be removed from the company payroll.

c. Basis of deduction of salary:

If an employee has taken leave other than paid leave, for the basis of deduction of salary, 30 days in a month would be considered for calculation purposes, irrespective of the month in which such leave has been taken.

d. Outside Employment / Consultancy

The company does not permit any employee to perform services for another company while employed. This includes self employment. While the company does not seek to intrude on an employee's personal life, other employment and/or consultancy impacts an employee's ability to perform services efficiently for the company and may also lead to conflicts of interest.

Working for a competitor directly or indirectly will be considered a breach of the company's confidentiality agreement that every employee is required to sign prior to commencement of employment. This breach will lead to immediate termination in addition to other sanctions specified in that agreement. If circumstances compel the employee to seek additional employment, the employee must obtain permission from the Managing Director of the Company in writing.

e. Termination of Employment

An involuntary termination is any termination of employment initiated by the management. An involuntary termination may occur as a result of an employee's unsatisfactory job performance or misconduct, breach of any agreement or by other reasons or circumstances, including a reduction in staff.

A voluntary termination is a termination initiated by the employee. Should you terminate your employment at I4 KNOWLEDGE PROCESSING, you are required to give the management at least 45 working days advance notice in writing. In such cases the company reserves the right to accept the employee's resignation with immediate effect.

In case of termination of employment, the employee will be mailed their final dues at the next regular payday. Final dues will include payment for all hours worked by the employee since the previous payday as well as any severance pay if applicable. Final payment will be reduced by taxes and other required legal deductions, authorized deductions (such as employee contributions to PF as applicable) and outstanding

balance of any salary advance or loan. Upon separation from employment, all debts payable to the company must be settled.

In case of termination of employment, an employee is expected to hand over his/her work to the concerned person, return all the company's property and leave everything on the computer in proper order.

Code of conduct

It is the policy of **I4 KNOWLEDGE PROCESSING** to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interest of the Company.

Any exceptions must be reported to the Managing Director / CEO and written approval for continuation must be obtained.

The following are potentially compromising situations which must be avoided.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended.
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personal actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorships in any competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers, or suppliers.
8. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
9. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
10. Making any unlawful agreement with distributors with respect to prices.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of management for review. Violations of this conflict of interest policy may result in discharge without warning.

**Rasesh Kothari, Managing Director
I4 KNOWLEDGE PROCESSING PVT. LTD.
Ahmedabad, India**

JANUARY 1, 2016

Privacy and Security Overview

Privacy and Security Policy

Introduction

I4 KNOWLEDGE PROCESSING acknowledges that the data used in knowledge processing is the sole and confidential property of our customers and their clients. Compliance with the many regulations intended to safeguard this information; Gramm-Leach-Bliley Act, HIPPA, Fair Credit Reporting Act, Federal Trade Commission Act and State Security Laws, is a major concern in the outsourcing industry and therefore of prime importance to I4 KNOWLEDGE PROCESSING's customers. To best serve our business partners, I4 Knowledge Processing Pvt. Ltd. has designed a comprehensive Security and Privacy Policy to maintain the confidentiality of this information. To ensure that this policy is properly implemented, the managing director of I4 Knowledge Processing Pvt. Ltd. is also designated as Chief Information Officer.

Our primary goal in this policy is to prevent unauthorized disclosure of the Nonpublic Personal Information ("NPI") of our customers and their clients. I4 KNOWLEDGE PROCESSING's security process combines extensive training and monitoring with cutting edge technology to provide one of the best, most secure, outsourcing solutions available. Our security process is designed to provide rigorous security while still allowing enough flexibility to address the specific needs of our customers. To do this, I4 KNOWLEDGE PROCESSING maintains data centers in the US and internationally. Ideally, the NPI being utilized will be hosted on U.S. servers and accessed remotely via secure connection by I4 KNOWLEDGE PROCESSING's knowledge processors overseas. This allows the greatest control over data.

We have taken the following measures to ensure data security and privacy:

1. Secured Facilities

√ Earthquake resistant building designs.

The I4 KNOWLEDGE PROCESSING office is located in an earthquake resistant building certified by a government approved Chartered Engineer. I4 KNOWLEDGE PROCESSING has also developed a well defined business continuity plan (should be included in DD binder and tested annually) which documents the steps to be taken in an emergency, how critical applications will continue and data security will be maintained.

√ Building under 24/7 surveillance by trained security guards.

I4 KNOWLEDGE PROCESSING's office complex is patrolled 24 hours a day by trained security guards. In addition, a Closed Circuit TV system is also monitored by trained security personnel.

√ Fire protection System

I4 KNOWLEDGE PROCESSING's building is installed with Fire Protection system approved by the Fire Department of the State. This system is periodically tested, maintained, and serviced by an authorized vendor approved by the Fire Department.

√ Electronic Access Control System

The entry doors and exits of the I4 KNOWLEDGE PROCESSING office suite as well as the computer server room are secured with an Electronic Access

Control System. This system uses bio metric authorization in addition to access control cards with photo identification. The system is calibrated every quarter by the system administrator. The log is maintained for 12 months and audited every quarter.

√ No Phone Connectivity

To prevent unauthorized communication of NPI by phone, there are no phone lines connected directly to the desks of employees.

√ Physical Locks

I4 KNOWLEDGE PROCESSING's office and individual filing cabinets are physically locked and secured when not in use. The regular hours of operation for I4 KNOWLEDGE PROCESSING are 9:30- 6:30 IST.

2. Secured Computers

√ Password protected access to computer systems

Access to all operating systems and information resources are protected by unique User ID's and strong passwords; eight characters with two digits and 2 capital letters. The system administrator, under the instruction from the CIO, reviews the user accounts quarterly with respect to grant of access rights and privileges, unauthorized or unused accounts and activity logs. I4 KNOWLEDGE PROCESSING uses password management software AES Password Manager to ensure that password composition and use comply with firm policy.

If an incorrect password is entered into the system five times, the account is automatically locked and the system administrator is required to reactivate the user.

Only the employee his/herself, system administrator, and the CIO have access to individual passwords.

√ Inactivity Lock

To prevent inadvertent access, office computer terminals lock after 30 minutes of inactivity.

√ Controlled access to internet.

Access to internet is controlled through a Symantec firewall with task specific rights assigned to each user. Internet access is limited to authorized personnel and only approved sites can be accessed. Online chat is blocked on all internal computers except one; this computer is only accessible to personnel authorized to provide customer support and is used exclusively for that purpose.

√ Controlled electronic communications (E-Mail) through secured mail server

All email communications are routed through a central server under supervision of the system administrator. The permissions of each user are defined by CIO and periodic reviews are conducted. Only authorized personnel are allowed to communicate with the client and each client is informed of their contact person in advance. I4 KNOWLEDGE PROCESSING's firewall prevents emails with attachments from being sent to any non-approved party and these emails are

screened by the system administrator prior to sending. Please note, encrypted email is not the preferred methods of transfer, information is generally exchanged through FTP within encrypted channel like VPN and SSL sessions.

- √ Strict restriction and enforced policies on use of media and portable computers.
No media or portable devices are allowed in the work area. I4 KNOWLEDGE PROCESSING has a policy to screen the personnel physically before allowing them in the work area.
- √ Periodic data backup
System Administrator is responsible for the backup of data using Veritas software on daily and weekly basis. Daily backup is conducted online through specially assigned server at the end of the day. Weekly data backup is conducted through tape backup system. As a policy the backup tapes are stored outside of premises, in the locker of a local bank. All backups are encrypted before transfer. The backed up data is verified every six months by restoring the same.

3. Secured Transfer

- √ US based secured web servers
I4 KNOWLEDGE PROCESSING servers are located in the US. DES standards are used for the data in transit to and from the servers.
- √ Firewall and intrusion detection system deployed at destination servers.
Symantec Firewall and intrusion detection system is deployed at the I4 KNOWLEDGE PROCESSING premises to protect unauthorized access of the servers or the data. Threat assessments are conducted annually.
- √ 128 bit encryption based data transfer available.
I4 KNOWLEDGE PROCESSING allows encrypted data transfers for the information categorized as very sensitive.

4. Secured Storage

- √ Periodic data clean up
I4 KNOWLEDGE PROCESSING has a policy to cleanup all the unused data once a month. The data is moved to a separate server and kept for another month before it is deleted completely. Deletions are done using software with a built in recovery prevention system and a data clean up log is maintained by the system administrator.
- √ Periodic shredding of case workup paper if any
Once a month, the System Administrator shreds paper files when they are no longer required. A written log of shredded material is maintained by the system administrator and the shredded papers are then burned.
- √ Tape based data backup
I4 KNOWLEDGE PROCESSING uses an advanced tape based backup system known as HP Ultrium LTO –II (200GB/400GB) and state of the art software for automated backup.

- √ Offsite data backup
I4 KNOWLEDGE PROCESSING maintains offsite data backup in the secured locker of the bank as well as I4 KNOWLEDGE PROCESSING's other office located at a distance.

5. Legal Enforcement

- √ Confidentiality Agreement with employees under laws applicable in the US
Each employee is required to sign a Confidentiality Agreement (Appendix A) which is enforceable under United States law. This agreement allows I4 KNOWLEDGE PROCESSING to enforce confidentiality in case of the breach for up to three years even after the employee has left the organization.
- √ Employees background check
All potential employees undergo a comprehensive background check performed by Business Communications (Gujarat.) Pvt. Ltd. over 25 year old consulting and management organization. In addition that I4 KNOWLEDGE PROCESSING conducts background checks of their existing employees every two years.
- √ Non Disclosure Agreements with customers enforceable under laws of United States.
I4 KNOWLEDGE PROCESSING signs nondisclosure agreement with its customers which are enforceable under United States law. This Agreement binds I4 KNOWLEDGE PROCESSING to the policies described in this document and imposes responsibility for any breach of privacy to I4 KNOWLEDGE PROCESSING.
- √ Physical data storage on web server located in the US.
I4 KNOWLEDGE PROCESSING does not keep any sensitive and confidential data out of the US. The employees are directed only to work remotely in the cases where there is specific customer request or known sensitive data is involved.

Define the "Players"

1. Role/Responsibility of CIO

Chief Information Officer's responsibility includes design and monitoring of business processes to meet privacy and security regulations. The main responsibility includes –

- √ **Periodic Oversight/Review- Process**
CIO to reviews and revises information security policy on semi-annual basis or as needed basis.
- √ **Monitor for change**
System Administrator executes changes and applies software updates under direct instruction from the CIO. CIO is responsible for the monitoring of changes such as
 - Update/Patch Software
 - Close Ports
 - Correspond with software vendors

✓ **Handle escalated issues**

- Breach of security as per breach protocols procedure
- Escalated Customer Communications (complaints, due diligence inquiry, etc.)

✓ **Disciplinary Process**

CIO is responsible to implement discipline within the organization and also take appropriate actions including termination of employment. The company manual clearly provides process of conducting disciplinary actions. On termination of the employment, all the access to the computers, data to other infrastructure facilities are ceased. User names and passwords are changed. The terminated employee is required to sign the legally enforceable declaration prohibiting him/her to take up a competitive job, work or assignments and disclose information or knowledge gained during the work period.

✓ **Annual Review of Privacy and Security Policy and Process**

Generally, review of Privacy and Security Policies and processes are conducted annually by the CIO and designated auditors. This review may also be conducted earlier on a need basis. All reviews are properly documented with audit notes, corrective actions and preventive actions.

2. Role/Responsibility of System administrator

The system administrator is responsible for the overall administration, monitoring and control of computer systems, servers, surveillance systems and access control systems. System Administrator is also responsible for implementing security policy prepared by the CIO. Some of the key functions of the system administrator are –

- ✓ System Administration and monitoring
- ✓ Maintenance
- ✓ Software updates
- ✓ Backup and recovery
- ✓ Implementation of security and privacy related policies

3. Role/Responsibility of Team Leaders

Senior and experienced knowledge integrators are designated as the team leaders for a specific group. The team leaders are responsible for supervision, quality check and client interaction for their group. The team leaders are primarily clients' in-house representative for bridging the gap between the team and the client expectations.

4. Role/Responsibility of Knowledge Integrator

The Knowledge Integrators are responsible for the execution of actual work. As a policy, minimum qualification for the Knowledge Integrator is a master's degree in accounting or finance.

Information is Shared on a “Need to Know” Basis

All the tasks are assigned to an individual knowledge integrator is based on their expertise and client requirements. The detail log with work codes is maintained for any future reference. The assigned integrator is only allowed access to the specific information related to the task. The information access is controlled by the system administrator based on the work allocation and work code number.

Training

I4 KNOWLEDGE PROCESSING has a system to provide continuous training and conduct interactive sessions for upgrading knowledge of its employees. The formal trainings are conducted at the time of joining the organization and thereafter once in a year by the Business Process Manager and respective team leaders. Every week 1 hour is allocated for the interactive discussions within the group to review their performance, problem statements and client requirements. This helps the personnel to get broader picture of the variety of the tasks assigned.

Breach Protocols

How a potential breach is dealt with largely depends of the nature and seriousness of the breach. As a process, on the detection of a breach, a notification is issued to the all those concerned by CIO. Notification is followed by Correction Action Requisition (CAR) note as a damage control exercise and for fact finding. If the breach is very serious and has possibility of affecting client in any major way, then client is immediately informed of the same. In normal circumstances, the breach information and CAR is placed in the Minutes of Meetings for the management committee monthly meeting. The management decides the root cause of the breach based on the findings in CAR and then suggests permanent preventive actions. Permanent preventive actions are noted in Preventive Actions Requisitions (PAR) note and a person is assigned to oversee the execution of the PAR. The potential causes of breach are systems related or human errors. If the breach is system related then the actions are taken to rectify the problem or replace the system and if it is related to human, then proper guidance and training is schedule. In either case if the breach is too serious and root cause of found to be intentional then depending on the situation the legal actions and/or dismissal from the employment is exercised.

FAQ:

1. How does I4 KNOWLEDGE PROCESSING use personal information of its clients?
I4 KNOWLEDGE PROCESSING treats personal information confidentially and restricts its access to those who require it to develop, support and deliver products and services.
Personal information will not be disclosed to anyone outside I4 KNOWLEDGE PROCESSING, unless such a disclosure is required by law, or in a court proceeding.
2. How does I4 KNOWLEDGE PROCESSING maintain confidentiality of client data?
Each employee of I4 KNOWLEDGE PROCESSING signs a confidentiality and non-disclosure agreement which helps protect confidential information.
3. How does I4 KNOWLEDGE PROCESSING protect information about its clients?
I4 KNOWLEDGE PROCESSING considers the protection of personal information to be a foundation of customer trust. I4 KNOWLEDGE PROCESSING employs physical, electronic and procedural controls to protect client information.
4. What is done with the client documents and financial statements once the task has been completed?
Client documents which are no longer needed (i.e. once the task/case has been completed) are shredded and properly disposed off.
5. Can I4 KNOWLEDGE PROCESSING guarantee security 100%?
Total security is not achievable. How a company approaches risk management is more important than the existence of risk. Information Security is an opportunity to build the trust. I4 KNOWLEDGE PROCESSING has never suffered a data breach since its inception. That does not mean it will never happen. Our processes are in a constant vigilance mode. I4 KNOWLEDGE PROCESSING is fully aware about its consequences and is continuously taking steps to improve the privacy and security of its client's data. We also incorporate remedial actions with the breach notifications in effort to tighten security and privacy.

Data Security Policy**Introduction**

Data is considered a primary asset and as such must be protected in a manner commensurate to its value. I4 Knowledge Processing Pvt. Ltd. (I4 KNOWLEDGE PROCESSING) recognizes the importance of data security and we have built our security platform by focusing on the following goals:

- ✓ To ensure the security, integrity, and availability of all I4 KNOWLEDGE PROCESSING and/or its affiliate's data on our systems.
- ✓ To establish I4 KNOWLEDGE PROCESSING's baseline data security stance.
- ✓ To educate users and vendors about their obligation for protection all data assets.

The data is protected in our systems in all of its forms - all media during all phases of its life cycle, as well as from unauthorized or inappropriate access, use, modification, disclosure, or destruction.

Scope of the Policy and Non-disclosure

At I4 Knowledge Processing Pvt. Ltd., all users that access customer data do so only in conformance to this policy. Our policy allows only uniquely identified, authenticated and authorized users to access data.

Each user ensures that customer data assets under their direction or control are properly labeled and safeguarded according to their sensitivity, proprietary nature, and criticality. Access control mechanisms are utilized to ensure that only authorized users have access to data to which they have been granted explicit access rights.

I4 KNOWLEDGE PROCESSING has a policy to enter into Non-Disclosure Agreements with employees and agents who have access to customer property. This agreement is prepared and enforceable as per U.S. laws.

Data Ownership and Storage

I4 KNOWLEDGE PROCESSING acknowledges that the data received is the sole property of the respective customer and as custodians, I4 KNOWLEDGE PROCESSING is responsible for due care to protect the privacy and confidentiality of the data. I4 KNOWLEDGE PROCESSING takes responsibility for the secure storage of customer data in conformance to the company's policy.

Where necessary, I4 KNOWLEDGE PROCESSING will use cryptographic / secured encryption mechanism to store and transmit data. This may include the use of confidentiality and/or integrity mechanisms. Specific cryptographic/encryption mechanisms are used in consultation with the customer.

Authorization

Authorization is limited to a ‘need to know’ bases and allows or denies access based on privilege, group information, or context. All network, system, and application events result from allowable actions through proper access control mechanisms. The principle of “least privilege” specifies that individuals be granted permission for only those actions that they need to perform their jobs.

Limiting actions to those properly authorized protects the confidentiality and integrity of data within the company’s knowledge processing environment.

Core Security Principles

The following are the common core security principles on which I4 Knowledge Processing Pvt. Ltd. security policy is conceived, documented and implemented:

- Accountability Principle – The accountability and responsibility of information systems security is explicit.
- Awareness Principle – Owners, providers, and users of information systems, as well as other parties are to be informed about the policies, responsibilities, practices and procedures for the security of information systems.
- Ethics Principle – Information systems and the security of information systems are to be provided and used in accordance with the ethical standards applicable to I4 KNOWLEDGE PROCESSING’s operating environment.
- Multi-disciplinary Principle – Policies, responsibilities, practices, and procedures for the security of information systems are all relevant aspects which include technical (e.g. software and hardware engineering), administrative, organizational, operational, commercial, educational, and legal considerations.
- Proportionality Principle – Security levels, costs, practices and procedures are appropriate and proportionate to the values and degree of reliance on the information systems and to the severity, probability and the extent of potential for direct, indirect, tangible and intangible harm.
- Integration Principle – Policies, practices and procedures for the security of information systems are coordinated and integrated with each other, as well as with other measures, practices and procedures of the organization to ensure a coherent security system.
- Timeliness Principle – All personnel, assigned agents, and third party providers, are to act in a timely and coordinated manner to prevent and to respond to breach of security of information systems.
- Reassessment Principle – The security of information systems is re-assessed periodically.

- Democracy Principle – The security of an information system is to be weighed against the rights of customers, users, data owners, data custodians and other individuals affected by the system, as well as your rights as the owners and operators of these systems.
- Certification and Accreditation Principle – Information systems and information security professionals are certified to be technically competent.
- Internal Control Principle – Information security forms the core of an organization's information internal control system.
- Adversary Principle – Controls, security strategies, architectures, policies, standards, procedures, and guidelines to be developed and implemented in anticipation of attack from intelligent, rational, and irrational adversaries with harmful intent, or harm from negligent or accidental actions.
- Least Privilege Principle – An individual is to be granted just enough privilege to accomplish the assigned tasks.
- Separation of Duty Principle – Responsibilities and privileges are allocated in such a way to prevent an individual (or a small group of collaborating individuals) from inappropriately controlling multiple key aspects of a process.
- Continuity Principle – Information security disaster recovery provide continuity of operations and its information systems.

Privacy Policy

This privacy statement discloses the privacy practices of I4 Knowledge Processing Pvt. Ltd., its subsidiaries and its offices for its service offerings. To demonstrate its total commitment to your privacy, I4 Knowledge Processing Pvt. Ltd. disclosing its privacy and information practices.

Information Collection and Use

I4 Knowledge Processing Pvt. Ltd. has created this privacy statement in order to demonstrate its firm commitment to privacy. The following discloses our information gathering and dissemination practices.

- ✓ I4 KNOWLEDGE PROCESSING will not sell or rent the personally identifiable information of its customers or any other information received from its customers.
- ✓ Financial information that is collected is for the use of providing services for our customers. It is used solely for the purpose it is intended for.
- ✓ This privacy statement applies solely to the information collected by I4 Knowledge Processing Pvt. Ltd. and its affiliates, subsidiaries and offices.
- ✓ I4 KNOWLEDGE PROCESSING may disclose personal information when required by law or in the good-faith belief that such action is necessary in order to conform to the edicts of law or comply with a legal process served on us.
- ✓ The usage of cookies is in no way linked to any personally identifiable information by I4 KNOWLEDGE PROCESSING.

Security Precautions

We employ various measures to secure personally identifiable information and financial information provided to us for services rendered by us. When you or your advisor send information to us through I4 KNOWLEDGE PROCESSING recommended and authorized mode of communication, communication may be encrypted. Please note that E-mails sent to us are not secure unless otherwise it is secured e-mail and we make no representation that any data contained in an e-mail sent to us will be secure. Thus, if your communication contains sensitive or confidential information or financial information, you should send it to us via I4 KNOWLEDGE PROCESSING recommended communication channel.

Except as otherwise set forth in this Privacy Statement, we restrict access of customer data to those employees who need to know that information to provide products or services to that client.

Personal Information Collected

I4 KNOWLEDGE PROCESSING only collects necessary account information and login credentials for use with the account aggregation function for you. However, your advisor collects extensive information of your client or prospective client, his/her family and his/her finances. The data collected includes, but is not limited to, name, address, phone number and information required to calculate a net worth statement. This data is normally entered by I4 Knowledge Processing Pvt. Ltd. authorized personnel into required authorized and licensed

software and stored in the system as per standard required by you under your specific instructions and for the use of your advisor for generating financial, retirement and estate plans.

Disclosure of Your Personal Information

Our privacy policy is simple. We do not disclose or share the information that we collect from you or that is entered into required licensed Financial or Wealth Planning System concerning you except:

- (1) Such financial and/or wealth management software / system makes all information stored in respective system, concerning you and accessible to your financial advisor.
- (2) To our vendors (such as hosting providers and the vendor of the account aggregation service) as necessary to provide such service to you or your advisor.
- (3) As necessary to comply with legally required disclosures such as disclosures made in response to a subpoena.

When we disclose your data to our vendors, it is done under an obligation of confidentiality and we only disclose as much of the information as is necessary to provide our service to you.

You should refer to the privacy policies of your advisor and their affiliated institutions concerning their use and disclosure of your information.

Other Web Sites

Any Financial or Wealth management System or software or website that we use may contain links to other web sites. We are not responsible for the privacy practices or the content of these other web sites. If you use a link to another web site, you should consult the privacy notice for the site you visit. We have no control over the information that is submitted to, or collected by other web sites and we are not responsible for the content (or Links) of any linked site, or any changes or updates to such sites. This privacy statement applies solely to information collected by us or otherwise stored in I4 Knowledge Processing Pvt. Ltd. system or at its site.

Notification of Changes

If any material changes are made in our privacy practices we will, 30 days prior to the changes taking effect, send a notification to the email address provided by the customer and post the changes in our privacy statement on our homepage. At the time of the notification, you may be able to opt-out of this information usage by sending a message to the following email: info@i4kp.com

If you have questions or concerns regarding this statement, you should first contact I4 Knowledge Processing Pvt. Ltd. Customer Support at info@i4kp.com or at + 1 602 476 1168
Effective Date: January 1, 2016

Non Disclosure and Confidentiality Agreement

This Non Disclosure and Confidentiality Agreement (the “Agreement”) is entered into and is effective as of _____ (the “Effective Date”) by and between

I4 Knowledge Processing Pvt. Ltd. a company incorporated under Indian Companies Act, 1956 having its principal operating office **601, Aditya Building, Near Sardar Patel Seva Samaj Hall, Ellisbridge, Ahmedabad – 380 006. India and support office at (TBD) USA** herein after referred to as “**I4 KNOWLEDGE PROCESSING**” which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the First Part.

AND

XXXXXX, a Company organized and registered under the laws of _____, U.S.A having its principal operating office at **XXXXXXX** USA hereinafter referred to as “**XXXX**” which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the Second Part.

WHEREAS I4 KNOWLEDGE PROCESSING and **XXX** wish to disclose to each other, certain “Confidential Information” and/or “Proprietary Information”, as defined hereinafter, to enable the parties to explore potential strategic business alliance / relationship between I4 KNOWLEDGE PROCESSING and **XXXX**.

AND WHEREAS in consideration on these presents and to protect and preserve each party’s confidential and proprietary information that may be exchanged to the other party in the course of such discussions / negotiations, both the parties hereby agree and covenant to protect, preserve and not to disclose such confidential and/or proprietary information to any third party on the terms and conditions mentioned herein below:

1. Definition of Confidential information

For the purposes of and throughout this Agreement,

“Confidential Information” means and includes without limitation, any information disclosed, either directly or indirectly, in writing or orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) during the course of the discussions/negotiations for a potential strategic business alliance/relationship (the “Discussions”) by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) including (a) confidential and proprietary trade secrets of the Disclosing Party and/or all other information belonging or relating to the Disclosing Party’s business that is not generally known; (b) the Disclosing Party’s products, processes, methodologies, systems techniques, programs, data, software, know-how, documentation of developed systems, improvements, developments, techniques, business or marketing plans, strategies, forecasts, licenses, prices or lists of the Disclosing Party, business and financial information and affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and any policies or procedures; (c) confidential information of third parties, financial and otherwise; and (d) the terms and conditions of this Agreement.

Confidential Information excludes information that: (i) can be shown with documents as already known to the Receiving Party at the time that it is disclosed to Receiving Party; (ii) is in or comes to public domain through no fault, wrongful act or breach of this Agreement on the part of the Receiving Party; (iii) has been independently developed by Receiving Party without breach of this Agreement or infringement of the proprietary rights of Disclosing Party; (iv) has been rightfully received from a third-party without restriction on disclosure and without breach of this Agreement; (v) has been approved in writing for disclosure by Disclosing Party; (vi) has been disclosed pursuant to a requirement of government agency or law; (vii) has been disclosed in written, graphic or other tangible form unless clearly designated in writing as “confidential” or “proprietary”;

Proprietary Information shall include any and all patent, trademark, copyright, trade secret and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements and modifications thereto and derivations there from.

2. Grant of Access and Limitation on Use

Each party as a Receiving Party expressly agree to use any Confidential Information disclosed by the other party only as provided in this Agreement, and understand that any unauthorized disclosure or misuse of the Confidential Information of the other party may result in substantial and irreparable damage to such party.

Each party as a Receiving Party further agree and undertake to hold the Confidential and Proprietary Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any third parties or to use such information for any purposes whatsoever.

Each party, as a Receiving Party agrees:

- a) That all Confidential Information acquired by the Receiving Party from the other party will be and will remain the exclusive property of the source.
- b) That information provided by the other party is only for the purposes of examining potential business opportunities with or relating to the other party, and that the Receiving Party will not use any or all of the Confidential Information in any other manner whatsoever.
- c) That without the prior written consent of the other party, the Receiving Party will not in any manner or at any time disclose, disseminate, publish or otherwise provide, either orally or in written manner, to any employee, agent, contractor, firm, corporation, organization, or entity any Confidential Information, except to such Receiving Party's employees, agents or contractors who have an express need to know such information in order to carry out their duties.
- d) That the Receiving Party will treat the other party's Confidential Information with the same procedures and precautions each party uses to protect its own information that it does not wish to be disclosed from unauthorized disclosures or other misuse.
- e) The Parties agree that they do not intend nor will they, directly, or indirectly, export or transmit any Confidential Information or Materials to any country to which such export or transmission is restricted by regulation or statute.

- f) To return promptly to the Disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible form at the Disclosing Party's request.
- g) That the obligations set forth in this Section 2 with respect to Confidential Information will extend for a period of three (3) years following the date of initial disclosure of that Confidential Information, and that obligation will continue notwithstanding the termination of employment, partnership or business relationship with the Receiving Party or any and all individuals who received the Confidential Information in terms of this Agreement.

3. Ownership of Confidential Information

All Confidential and Proprietary Information remains the property of the Disclosing Party including (a) copyrightable or copy righted material, any translations, abridgments, revisions or other form in which an existing work may be recast, transformed or adapted; (b) patentable or patented material, any continuation, reissuance or improvement thereon; and (c) material which is protected by trade secret and, any new material derived from such existing trade secret material, including new material which may be protected by, copyright, patent and/or trade secret law. By disclosing information to the other party, a party does not grant any express or implied right to the other party to or under the original party's patents, copyrights, trademarks or trade secret information.

4. Nature of Obligation

XXX and **I4 KNOWLEDGE PROCESSING** acknowledge and agree that each party would suffer irreparable harm in the event that the other party breaches its obligation under this Agreement and those monetary damages would be inadequate to compensate the other party for such breach. The parties agree that in such circumstances, each party shall be entitled, in addition to such monetary relief or other applicable remedies, to injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by the other party, without showing or proving any actual damages sustained by the other party.

5. Assignment

This Agreement and the rights, interests, benefits, duties and obligations hereunder shall not be assigned or transferred in any way by either party. Any act in derogation of the foregoing shall be null and void and without effect. Furthermore, this Agreement may be amended only by written agreement executed by both parties.

6. Governing Law

This Agreement will be governed in accordance with the applicable laws of respective states and the country.

7. Entire Agreement

This Agreement is the entire agreement between the parties hereto with respect to the nondisclosure of Confidential Information described in the Agreement and supersedes all prior agreements, representations and understandings whether oral or written with respect to the Subject matter hereof.

8. Term and Termination

This agreement will remain in force for a period of one (1) year following the Effective Date. This Agreement may be terminated by either party upon ten (10) days prior written notice to the other party. Upon expiration or earlier determination of this Agreement, both parties agree to return promptly to the other party all copies of any documents, materials, notes, data, programs, or software containing Confidential Information in each party's possession or control. Each party agrees to confirm to the other party in writing that all such copies have been returned or destroyed. Notwithstanding the expiration or earlier termination or early termination of this Agreement, the obligations of confidentiality set forth in Paragraph 2 of this Agreement will survive such expiration or earlier termination for a period of one (1) year, and will be binding on agents, successors and assigns of the other party including its past and/or present employees to whom the Confidential and Proprietary Information was disclosed in terms of this Agreement.

9. Non Competition and Non Solicitation

XXX and **I4 KNOWLEDGE PROCESSING** agree and undertake not to compete with one another in securing any business, contracts from any third parties or to develop any relationship with any third party, to provide any services in respect of which Confidential and Proprietary information has been exchanged between the Parties. During the period of three years from the date of this Agreement, **XXX** and **I4 KNOWLEDGE PROCESSING** agree not to enter into any contract of employment or consultancy, whether on permanent or temporary basis with any employee of the other party that they have worked with in respect of which Confidential and Proprietary information has been exchanged between the Parties.

10. Miscellaneous

This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of either party.

If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees.

All obligations created by this Agreement shall survive change or termination of the Parties' business relationship.

IN WITNESS WHEREOF, the parties to this Agreement have caused their duly authorized representatives to execute and enter this Agreement.

I4 Knowledge Processing Pvt. Ltd.

By:

By:

Title:

Title:

Date:

Date:

Employees Contractual Obligations

Employee Contractual Obligations

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on this __1st__ day of ____May__ 2006 at Ahmedabad, Gujarat, India

BETWEEN

I4 KNOWLEDGE PROCESSING PVT. LTD. (and its affiliates, associates, customers, partners) an Indian company registered under the Companies Act, 1956 and having its registered office at 601, Aditya Building, Near Sardar Patel Seva Samaj Hall, Ellisbridge, Ahmedabad – 380 006. INDIA herein after referred to as “the Company”, which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include the said Corporation and its successors and assigns in interest, being the Party of the One Part

AND

I4 KNOWLEDGE PROCESSING Employee – Name residing at

INDIA herein after referred to as “the Employee”, which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include they and their respective, heirs, executors, administrators and assigns, being the Party of the Other Part

WHEREAS;

1. The Company provides various Proprietary and Confidential Information to its Employees in Trust to assist them in performing their duties for the Company. Each Employee has a responsibility to increase the productivity of the Company, Company's image and be respectful to other employees.
2. The Company is in the business of providing offshore skilled and value added services to customers in the USA. In order to carry out its business the company and/or its customers may share confidential information and/or intellectual property with the employee working in India. The information shared may be or related intellectual property may be protected by India or United States copyright law and international treaty provisions and contain trade secrets of the Company and its affiliates.
3. These presents are being entered into between the Company and the Employee to delineate, the rights, duties and obligations of the parties hereto in respect of such Proprietary and Confidential Information.

NOW THESE PRESENTS WITNESSETH AS UNDER:**1. Proprietary and Confidential Information:**

- a) Definition: “Proprietary and Confidential Information” means all information, technology and idea or invention in whatever form, patentable or not, pertaining in any manner to the business of the Company or any of its affiliates or sister companies or its employees, clients, consultants, or business associates, which was or is produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. It also includes all Proprietary Information not generally known outside the Company’s organization. Unless otherwise specified in writing all information pertaining to the Company is to be considered Proprietary and Confidential. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include but not be limited to:
- i. Research and development technology, research projects, software code, formulas, product compositions, processes including design, development and compilation processes, ideas, inventions, trade secrets, innovations, patents, patent applications, discoveries, improvements, know how, test results, test methods, product specifications, drawings and manuals, and procedures and work instructions.
 - ii. Proprietary computer programs and software.
 - iii. Customers and customers’ client identities, customer characteristics and requirements, customer agreements, customer specifications, customer selling prices, customer product consumption data, customer potential data, sales organization details, distributor and representative identities, potential customer names, market share data, market surveys and market potential data gathered by the Company.
 - iv. Information about sales value, product sales quantities, costs, profits, expenses and prices.
 - v. Business, marketing and strategy plans.
 - vi. Forecasts including customer forecasts, unpublished financial information, budgets, projections and valuation data.
 - vii. Employee personnel files and compensation information. Employee job description and function data.

Proprietary and Confidential Information is broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging in and all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Proprietary Information or Confidential Information by the Company.

- b) Existence of Confidential and Proprietary Information: The Company owns and has developed and compiled and will develop and compile certain trade secrets, Proprietary techniques and other Confidential Proprietary Information that have great value to its business. Such Confidential and Proprietary Information includes not only information disclosed by the Company to the Employee from time to time but also developed or learnt by the Employee during the course of his/her employment with the Company.
- c) Protection of Confidential and Proprietary Information:
 - a. The Employee will not directly or indirectly use, make available, sell, disclose or otherwise communicate to any third party, other than in his assigned duties and for the benefit of the Company, any of the Company's Confidential and Proprietary Information, either during or after his/her relationship with the Company.
 - b. The Employee shall not publish, disclose or otherwise disseminate such Confidential and Proprietary Information without the prior written approval of the Board of Directors of the Company. The Employee acknowledges and is aware that unauthorized disclosure of the Confidential and Proprietary Information of the Company may be highly prejudicial to its interests and invasion of its privacy and shall amount to an improper disclosure of trade secrets.
 - c. The Employee shall not remove, nor permit the removal of any proprietary notice or legend contained on or in the Company code or documentation.
- d) Delivery of Confidential and Proprietary Information: Upon request by the Company or when the relationship of the Employee with the Company terminates, the Employee will immediately deliver to the Company all the materials and writings received from, granted for or belonging to the Company, including but not limited to those which relate to or contain Confidential and Proprietary Information.
- e) Location and Reproduction: The Employee shall maintain at the workplace only such Confidential and Proprietary Information as he has a current "need to know". The Employee shall return to the appropriate person or location or otherwise properly dispose of Confidential and Proprietary Information once that 'need to know' no longer exists. The Employee shall not make copies or otherwise reproduce the Confidential and Proprietary Information.
- f) Prior Actions and Knowledge: The Employee represents and warrants that the Employee did not know anything about the Company's business or Confidential and Proprietary Information other than the information that the Employee has learnt from the Company in the course of being hired and employed with the Company. The Employee further represents and warrants that from the time of the Employee's first contract with the Company, the Employee has held in strict confidence the Confidential and Proprietary Information and has not disclosed any such Confidential and Proprietary Information, directly or indirectly, to anyone outside the Company or used, copied, published or summarized any such Confidential or Proprietary Information.

- g) Third Party Information: The Employee recognizes and acknowledges that the Company has received and in future will receive from third parties, their Confidential or Proprietary Information subject to a duty on the Company's part to maintain Confidentiality of such information and to use it only for certain limited purposes. The Employee agrees that he/she will at all times hold all such Confidential or Proprietary Information in the strictest confidence and will not use it or disclose it, except as necessary to perform his/her obligations towards the Company and as is consistent with the Company's agreement with such third parties.
- h) Export: The Employee shall not export any Proprietary and Confidential information, or any portion thereof, to any country in violation of the United States or India Export Administration Act and regulations there under.

2. Ideas and Inventions

- a) Definition: The term "ideas and inventions" includes any and all ideas, designs, technologies, software code, original works of authorship, formulae, compositions, processes, methods, specifications, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, all improvements, know-how, data, rights, and claims relating to the foregoing, whether or not patentable, which are conceived, developed or created, or which:
 - i. Relate to the Company's current or contemplated business(es); or
 - ii. Relate to the Company's actual or demonstrability anticipated research or development; or
 - iii. Result from any work performed by the Employee for the Company; or
 - iv. Involve the use of the Company's equipment, supplies, facilities or trade secrets; or
 - v. Result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to the Employee; or
 - vi. Result from the Employee's access to any of the Company's memoranda, records, software code, sketches, models, customer lists, research results, data, formulae, compositions, processes, methods, specifications, inventions, equipment or other materials (collectively referred to as the "the Company's materials").
- b) Company's Ownership:
 - i. All right, title and interest in and to all ideas and inventions, including but not limited to all registered and patentable rights which may subsist therein, shall be held and owned solely by the Company and where applicable, all ideas and inventions will be considered work made for hire. The Employee shall mark all ideas and inventions for the Company's copyright or other Proprietary notice as directed by the Company. The Employee shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the ideas and inventions shall be deemed not to constitute work made for hire or in the event that the Employee shall otherwise by operation of law be deemed to retain any rights (whether moral or otherwise) to any ideas and inventions, the Employee hereby assigns to the Company without any further consideration, his/her such entire right, title and interest

throughout India and the world, free and clear of all lease and encumbrance in and to all ideas and inventions.

- ii. Such ideas and inventions shall be the sole property of the Company, whether or not copyrightable or patentable.
- c) Maintenance of Records: The Employee shall keep and maintain adequate and current written records of all ideas and inventions and their development made by the Employee, solely or jointly, with others during the time of his/her employment with the Company. These records shall be in the form of documented code, notes and any other format that may be specified by the Company. These records shall be available to and remain the sole property of the Company at all times.
- d) Decision as to the ownership of an idea or invention: The Employee agrees that all information and record pertaining to any ideas, process, trademarks, service mark, invention, technologies, software code, original work of authorship, design, formulae, compositions, processes, discovery, patent, product, all forgoing (hereinafter referred to as “intellectual property”) that the Employee does not believe to be an idea or invention but that is conceived or developed or reduced to writing by the Company through the Employee alone or along with others, during the relationship of the Employee with the Company and for a period of 3 years thereafter shall be disclosed promptly by the Employee to the Company. The Company shall examine such information to determine if in fact the intellectual property is an idea or invention subject to these presents.
- e) Access: In view of the difficulty of establishing when an idea or invention was first conceived by the Employee or whether it resulted from access by the Employee to the Confidential and Proprietary Information or Company’s materials, the Employee agrees that any idea and or invention shall, amongst other circumstances, be deemed to have resulted from the access to the Confidential and Proprietary Information of the Company, if the idea or invention is:
 - i. Acquired out of or resulted from the work of the Employee with the Company; or
 - ii. Related to the business of the Company; or
 - iii. Made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other Proprietary protection is filed thereon, by the Employee or with his/her significant aid, during the course of the Employee’s relationship with the Company or within 3 years after termination of the relationship of the Employee with the Company.
- f) License for Other Inventions: If, in the course of employment of the Employee with the Company, the Employee incorporates into the Company’s property, any invention owned by the Employee or in which the Employee has an interest, the Company is hereby granted a non-exclusive, royalty-free irrevocable perpetual worldwide license to make mutual use and sale of such invention of the Employee as a part of and in connection with the Company’s property.

- g) Assistance: The Employee shall assist the Company in every proper way but at the Company's expense to obtain and from time to time enforce patents, copyrights or other rights or registration on the ideas and inventions in any and all countries and for that at his/her end will execute all necessary documents to enable the Company to:
- i. Apply for, obtain and vest in the name of the Company alone, unless the Company otherwise directs, patent, copyright or other analogous protection in any country throughout the world and hence obtain and vest, renew and restore the same; and
 - ii. Defend or institute any proceeding in respect of such protection or its enforcement or infringement.
- h) Authorization to the Company: In the event the Company is unable, after reasonable effort, to secure the signature of the Employee on any patent, copyright or other analogous protection relating to an idea or invention, because of the physical or mental incapacity of the Employee or for any other reason whatsoever, the Employee hereby irrevocably designates, constitutes and appoints the Company and its duly authorized officers and agents as his Agent and Constituted Attorney to act for and on his/her behalf and stead to execute and file any application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of the patent, copyright or other analogous rights or protection thereon with the same legal effect and protections as if executed by the Employee himself/herself. The obligation of the Employee to assist the Company in obtaining and enforcing patents, copyrights and other analogous protection for the ideas and inventions in any and all countries shall continue beyond the termination or determination of the relationship of the Employee with the Company. The Company shall compensate the Employee at a reasonable rate after such termination for the time actually spent by the Employee at the Company's request for providing such assistance.
- i) Acknowledgement: The Employee has listed in the Schedule at **Annexure II** hereto all other agreements concerning Proprietary Information to which the Employee is a party and has also attached copies of any agreements in his possession, which the Employee desires to exclude from the operation of this Agreement. The Employee represents that to the best of his knowledge there is no other contract between the Employee and any other person or entity that is in conflict with this Agreement.
- j) No use of Name:
- The Employee shall not at any time use the Company's name or any of the Company's trademark(s) or trade name(s) in any advertisement or publicity.

3. Competitive Activity

- a) The Employee acknowledges that the pursuit of any of the activities forbidden by these presents would necessarily involve the use, disclosure or misappropriation of Confidential or Proprietary Information or invention and ideas or intellectual property of the Company.
- b) Prohibited Activity: To prevent the disclosure or misappropriation of Proprietary or Confidential Information or invention and idea or Intellectual propriety or breach of these presents the Employee shall not during his/her employment with the Company

and 3 years after termination or determination of his employment with the Company, without the written consent of the Company, directly or indirectly:

- i. Alone or with others, as an employee, employer or otherwise, perform service for or in employment or as consultant or have ownership interest in any entity or be otherwise engaged in any activity competitive with the activities of the Company. For the purposes of these presents, the phrase “any activity competitive with the activities of the Company” shall include without limitations, in so far as it relates to the Employee, any activity related to the Products of the Company as set out in the Addenda executed by and between the parties as set out in clause 1; or
- ii. Employ or solicit for employment or recommend for employment, any person employed by the Company or any of its affiliates or sister concerns and engage in any present or contemplated business activity that is or may be competitive with that of the Company or its affiliates or sister concerns in any state or country where the Company conducts business; or
- iii. Solicit or divert service of any customers or clients of the Company.

4. Termination

- a) Return of Company’s property: Upon termination of relationship of the Employee with the Company or promptly upon the Company’s request during such relationship, the Employee shall surrender to the Company all equipments, tangible property and Confidential and Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, computer disks and any other computer generated files and data, any other data and records of any kind and copies thereof (collectively referred to as “the Company’s records”), created on any medium and furnished to, obtained by, or prepared by the Employee in course of or incidental to his/her relationship with the Company, that are in his/her possession or under his/her control.
- b) Termination Certificate: In the event of termination of the employment of the Employee by efflux of time or otherwise, the Employee agrees, if requested by the Company, to sign and deliver the Termination Certificate in the form set out in **Annexure III** annexed hereto.
- c) Subsequent Employers:
 - i. After termination of employment of the Employee with the Company by efflux of time or otherwise, the Employee will not enter into any Agreement, that conflicts with the obligations of the Employee under these presents.
 - ii. The Employee will inform his/her subsequent employers of his obligations under these presents.
 - iii. The Employee hereby grants his/her consent to notification by the Company to any of the subsequent employer/s of the Employee or Company/companies whom the Employee may consult or who consult the Employee about the rights and obligations of the Employee under these presents.
- d) The representations, warranties and obligations of the Employee contained in these presents shall survive the termination of the employment of the Employee with the Company by efflux of time or otherwise.

- e) Following the termination of his/her relationship with the Company by efflux of time or otherwise, the Employee will fully cooperate with the Company in all matters relating to continuing obligations of the Employee under these presents.

5. No Implied Employment Rights

The Employee confirms that nothing in these presents shall be construed to imply that the employment of the Employee with the Company shall be for any period of time.

6. Injunctive & Compensatory Relief

The Employee acknowledges that his failure to carry out any obligation under these presents or a breach by the Employee of any of the provisions of these presents will constitute an immediate and irreparable damage to the Company, which cannot be fully or adequately compensated in terms of money and will warrant prohibitory and/or mandatory and/or any other injunction or other restrictive order and order of specific performance. The Employee acknowledges that remedy of injunctive relief and specific performance shall be in addition to any other action that may be taken or available to the Company in law.

7. Payment of Illegal Gratification

Notwithstanding the above and in addition thereto, if the Employee directly or indirectly uses, makes available, sells, discloses or otherwise communicates to any third party any of the Company's Confidential and Proprietary Information in breach of the above stated Clause 1(c) of this Agreement, the Employee shall hold all payments received in cash or

in kind and all benefits made available to him/her in consideration thereof directly or indirectly in trust for the Company and shall immediately pass them over to the Company along with interest at the rate of 15% per annum for the period during which he/she has kept the same with himself/herself after the receipt thereof. The Employee shall also account for such payments and benefits to the Company.

8. Miscellaneous Provisions

(a) Modification

No modification of these presents shall be valid unless made in writing and by consent of both the parties.

(b) Binding Effect

These presents shall be binding upon the Company and the Employee and their respective heirs, executors, administrators and assigns.

(c) Integration

These presents set forth the parties' mutual rights and obligations with respect to Confidential and Proprietary Information, ideas and inventions, other intellectual property and prohibited competition. It is intended to be the final, complete and exclusive statement of the terms of the parties' agreements regarding these subjects.

This Agreement supersedes all other prior and contemporaneous agreements between the parties.

(d) Construction

This Agreement shall be considered as a whole according to its fair meaning and not in favour of or against any party. The headings of the paragraphs hereto are inserted for convenience only and do not constitute as part of or shall not be used to interpret this Agreement. The Annexure and the Addenda, if any, shall form part of these presents.

(e) Assignment

The Company may assign to another person or entity or entities in all its rights under this Agreement.

(f) Applicable Laws

This Agreement shall be covered by and considered in accordance with the law applicable to the State of Gujarat.

(g) Severability

If any term or provision of these presents or application thereof to any person, place or circumstances, shall be held by a Court of Competent jurisdiction or a Tribunal agreed to by the parties to be unenforceable, such term or provision shall be enforced to the greatest extent permitted by law and the remainder of this agreement shall remain in force and effect notwithstanding such term or provision being held to be unenforceable.

(h) Rights Cumulative

The rights and remedies provided by these presents are cumulative. The exercise of any right or remedy, either by the Company or by the Employee or by their respective successor(s), whether pursuant hereto or to any other agreement or any law, shall not preclude or waive that party's right to exercise any or all other rights and remedies available to such party.

(i) Non wavier

The failure of either the Company or the Employee, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under any law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance.

9. Acknowledgement

The Employee acknowledges that the Employee has had the opportunity to consult a legal counsel in regard to these presents and has received a copy hereof. The Employee has read and understood these presents. The Employee is fully aware of its legal effects. The Employee has entered into these presents voluntarily and based on his own judgment and not on any representation or promise other than those contained in these presents.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective seal and hand on the date and at the place first hereinabove written.

SIGNED, SEALED AND DELIVERED BY

The within named COMPANY

I4 KNOWLEDGE PROCESSING PVT. LTD.

Name

Signature

Presence of:

Witnesses

1. _____
Name

Signature

2. _____
Name

Signature

SIGNED AND DELIVERED BY

The within named EMPLOYEE

Name

Signature

Presence of:

Witnesses

1. _____
Name

Signature

2. _____
Name

Signature

ANNEXURE I**EMPLOYEE'S DISCLOSURE**

1. Proprietary & Confidential Information: Except as set forth below, I acknowledge that at the time of my employment with the Company, I knew nothing about the business or Proprietary and/or Confidential Information of the Company other than information I have learned from the Company in the course of being hired:

2. Prior Ideas or Inventions: Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement:

3. Prior Agreements: Except as set forth below, I am aware of no prior agreements between me and any other person or entity concerning Proprietary Information or inventions (attach copies of all agreements in your possession):

Employee Name _____

Employee's Signature _____

ANNEXURE II

This is to certify that I have returned all personal property of the Company, including, without limitation, all software programs, code, data, drawings, documentation, reports, books, manuals, records, Proprietary or Confidential Information, and equipment furnished to or prepared by me in the course of, or incident to my employment with the Company, in all formats and that I did not make or distribute any copies of the same.

I, further certify that I have reviewed the Confidentiality Agreement signed by me and that I have complied with and will continue to comply with all of its terms, including, without limitation (i) the reporting of any idea, process, invention, technology. Writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights or claims related to the foregoing, conceived or developed by me and covered by the Agreement; (ii) the preservation of all Confidential or Proprietary Information pertaining to the Company. This certificate in no way limits my responsibilities or the Company's rights under the Agreement.

On termination of my employment with the Company, I will be employed by:
_____ (Name of New Employer) in the
_____ (Division) and I will be working in connection
with the following projects:

(Generally describe the projects)

Date : _____

Employee Name

Employee's Signature

Witnesses:

1. _____
Name

Signature

2. _____
Name

Signature

4b. Draft: Appointing Contractual Obligation

To,
Ms. XXXX

July 1, 2008

Appointment as “Knowledge Integrator “

Dear,

We are very pleased to offer you a position in our organization as **Knowledge Integrator** ‘ under the following conditions:

Based on the presentation of your ability & your assurance to work to the satisfaction of *I4 KNOWLEDGE PROCESSING PVT. LTD.*, and /or its affiliates, principals or assigned partners and for the projects awarded, we are pleased to offer you a position in our organization as “Knowledge Integrator” under following terms and conditions:

- 1. Responsibility:** You have been given this appointment based on our specific requirement explained to you.
- 2. Training Period:** The first three months of the employment will be considered as the training period. No compensation will be paid if the trainee resigns without completing 1 month of training period. The trainee will not be allowed any vacation time during training period.
- 3. Probation Period:** After completion of a satisfactory training period, the first 3 months of employment will be considered as a probationary period as per acceptable practice in the organization.
- 4. Location:** Your immediate location for the work will be Ahmedabad but can be transferred to any of the company offices in India or out of India with a notice of 60 days.
- 5. Compensation:** The gross compensation payable to you would be Rs.XXXXXX /- p.m. You will be entitled to get Rs.XXXX bonus on the successful completion of first 6 months with the company.
- 6. Expenses during the training period:** The company, in order to update knowledge and/or to make you more comfortable with the projects that are being undertaken and/or likely to be undertaken and/or any specific reason, may direct you to undertake training abroad for which the company will bear following expenses on your behalf:

- Visa Paper work and expenses as actual.
- Travel to and from India to our principals' offices out of country, at actual i.e. round-trip air ticket will be provided in your name for your travel purpose.
- Boarding during the training period will be provided at actual at a residential hotel or building as acceptable per United States Standards.
- Travel between the place of residence and training facility, including normal travel outside office hours will be provided.
- A per diem (Daily) allowance will be paid for meals and other expenses as per company policy.

7. Dress Code: As an employee of I4 KNOWLEDGE PROCESSING Pvt. Ltd., you are required to follow a dress code as acceptable to the company or/its overseas customer. In general you must be professionally presentable.

8. Effective Date of Employment: You are required to join I4 KNOWLEDGE PROCESSING immediately on receipt of this appointment letter.

9. Reviews: Performance reviews will be conducted after 6 months and 12 months during the first year of employment.

10. Termination: The arrangement can be terminated by employer and /or the employee by 1 month's written notice to the other party.

Your appointment is governed by the Company Policy provided to you. You are also required to make non-disclosure statement by signing the Confidentiality Agreement as attached. Please sign copy of appointment letter as an acceptance of above terms and terms of the company policy.

Sincerely,

Rasesh Kothari, Managing Director
For I4 KNOWLEDGE PROCESSING PVT. LTD.

To,
The Managing Director,
I4 KNOWLEDGE PROCESSING PVT. LTD.
Ahmedabad

I have gone through the terms / conditions and confidentiality agreement of the company and I accept the same. I understand I will have to work as per company policy that may change time to time depending on the changing work environment and demand of business situation. I will be joining the company

Sincerely,

XXXXXX
Date:

My Permanent Address