



## Applied Technology Research Center

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### ATRC EMPLOYEE NON-DISCLOSURE AGREEMENT

1. **General.** As an employee of Applied Technology Research Center. ('ATRC'), a company which is a sole proprietorship of Khawar Nehal in Karachi, Pakistan and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of ATRC. During my employment, I will not engage in activity that:

- (a) conflicts with ATRC business interests, including without limitation, any business activities not contemplated by this agreement,
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at ATRC, or
- (c) interferes with the independent exercise of my judgment in ATRC's best interests.

As used herein, ATRC business means the development, marketing and support of software and services for business and professional use including operation systems, application program, Internet related websites or e-commerce solutions as well as books and hardware for the microcomputer and Internet marketplace.

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Signature of (Name) :

2. **Recognition of Absolute ownership.** That I do hereby recognize and admit that ATRC is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution, or other technical or business information or trade secrets of ATRC, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use application programs, operating systems, Internet websites or e-commerce solutions, books, hardware and information for the microcomputer and Internet marketplace used by me in the course of my employment with ATRC.

I agree that I shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this agreement, all confidential and/or proprietary information belonging to and/or in possession of ATRC, which is received, accessed, and/or used by me during the course of my employment with ATRC, shall include without limitation, such information received from ATRC, its customers and/or any entity in which ATRC holds or controls more than 50% of the equity stock thereof and/or is entitled to vote for the election of directors.

3. **Non-Disclosure.** At all times, during my employment and thereafter, I will not disclose to anyone outside ATRC nor use for any purpose other than my work for ATRC:
- i. any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of ATRC, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work-in-progress, customers and suppliers,
  - ii. any information ATRC has received from others which ATRC is obligated to treat as confidential or proprietary or

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Signature of (Name) :

- iii. any confidential or proprietary information which is circulated within ATRC via its internal electronic mail system, intranet or otherwise.
  - iv. I will also not disclose any confidential or proprietary information to anyone inside ATRC except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to whom, if anyone inside ATRC, it may be disclosed, I will consult with my manager at ATRC.
4. **Assignment of inventions.** I hereby assign exclusively to ATRC all my right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyright able material, and trade secrets (collectively herein "Inventions") that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the employment of ATRC. I will make prompt and full disclosure to ATRC of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of ATRC.
5. I hereby waive and quit claim to ATRC, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to ATRC.

My obligation to assign shall not apply to any invention about which I can prove that:

- a) it was developed entirely on my own time; and
- b) no equipment, supplies, facilities, services or trade secret of ATRC was used in its development; and
- c) it does not relate
  - (i) directly to the business of ATRC or
  - (ii) to the actual or demonstrably anticipated research or development of ATRC; and
- d) it does not result from any work performed by me for ATRC.

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Signature of (Name) :

6. **Excluded and Licensed inventions.** I have attached hereto, a list describing all inventions – belonging to me and made by me prior to my employment with ATRC that I wish to have excluded from this agreement. If not such list is attached, I represent that there are no such inventions. If in the course of my employment at ATRC, I use in or incorporate into a ATRC product, program, process or machine, and invention owned by me or which I have an interest, ATRC is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.
  
7. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, ATRC is unable to secure my signature to apply for or to pursue any application for any Pakistan or foreign patent or copyright covering inventions assigned to ATRC as stated above, I hereby irrevocably designate and appoint ATRC and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any prosecution and issuance of Pakistan and foreign patents and copyrights thereon with the same legal force and effect as if executed by me,. I will testify at ATRC request and expense in any interference, litigation or other legal proceeding that may arise during or after my employment.
  
8. **Third party information.** I recognize that ATRC has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on ATRC part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my employment and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in ATRC and consistent with ATRC agreement with such customers or third party. I will not use such information for the benefit of anyone other than ATRC or such third party, or in any manner inconsistent with any agreement between ATRC and such third party of which I am made aware.

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Signature of (Name) :

9. **Prior Employer Information.** During my employment at ATRC, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of ATRC, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
  
10. **Presumption of breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of ATRC, including without limitation, concepts, technique's processes, methods, system's, designs, clients, cost data, computer programs, formulas, development or experimental work, work-in-progress, customers and suppliers as well as software for business and professional use, application programs, Internet websites, e-commerce solutions, books, hardware and information for the microcomputer and Internet marketplace by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this agreement by me.
  
11. **Term of employment.** I acknowledge that this nda is of indefinite duration even though the employment or work contract or sales commission agreement or other partnership with ATRC may be of a limited duration.
  
12. **Return of materials.** At the time I leave the employment, contract, partnership or sales commission structure of ATRC, I will return to ATRC all papers, drawings, notes, memorandums, manuals, specifications, designs, devices, documents, diskettes, Harddisks, USBs, Flash Drives, SSDs, CDs, DVDs. Tapes, DAT Drives and any other material on any media containing or disclosing any confidential or proprietary technical or

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Signature of (Name) :

business information. I will also return any keys, pass cards, ID cards or other property belonging to ATRC or the customer(s) of ATRC.

13. **Non-solicitation**. While employed at ATRC and for a period of 1 year from the termination of my employment, I will not induce or attempt to influence directly or indirectly, any employee at ATRC to terminate his employment with ATRC or to work for me or any other person or entity.
14. **Personal property**. I agree that ATRC will not be responsible for loss, disappearance, or damage to personal property on ATRC premises, or if applicable, on residential premises subsidized by ATRC (including apartments or temporary housing). I hereby release, discharge and hold ATRC harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.
15. **Equitable relief**. I acknowledge that any violation by me under this agreement, and/or any obligation of like nature, will cause irreparable injury to ATRC, and ATRC shall be entitled to extraordinary relief in any court in Pakistan, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
16. **Attorney fees**. If court proceedings are required to enforce any provision of this agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorney fees.
17. **Entire Agreement**. I agree that this agreement shall be governed for all purposes by the laws of Pakistan and that venue for any action arising out of this agreement shall be the courts of Pakistan. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford ATRC the maximum protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed

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Signature of (Name) :

by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my employment.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Inventions listed on attached: \_\_\_\_\_ YES \_\_\_\_\_ NO

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Signature of (Name) :

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Khawar Nehal  
Applied Technology Research Center

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Signature of (Name) :