



Exhibit A

ARDEM DATA SERVICES RESTRICTIVE COVENANT AGREEMENT

In consideration of my employment with or engagement by ARDEM Data Services Private Limited (the "Company"), I hereby agree as follows:

1. Confidential Material.

I understand and acknowledge that the Company or its representatives, counsel, directors, officers, employees or agents, continually obtains and develops valuable proprietary and confidential information and material concerning its business, business relationships and financial affairs (the "Confidential Material"). I further acknowledge and agree that in connection with and in consideration for my employment with the Company, certain valuable Confidential Material will be made known to me.

- a) I acknowledge that all Confidential Material is and shall remain the exclusive property of the Company or the third party providing such Confidential Material to myself or the Company. By way of illustration, but not limitation, Confidential Material may include all existing or proposed development efforts, patent applications, trade secrets, know-how, technical data or other material of the Company (or its representatives), procedures, techniques, processes, data or information of the Company (its affiliated entities and any of its investors, customers, strategic partners and other third parties that the Company is under an obligation to keep confidential), financials, investments, budgets, business plans, marketing plans, distribution and sales methods and systems, sales and profit figures, customers, clients, suppliers, personnel matters, business contacts, products, processes, designs, methods, improvements, discoveries, ideas, and programs, whether or not in oral, written, graphic, electronic, photographic or any other form and whether or not labeled or identified as confidential or proprietary.
- b) I agree that I shall not, during the term of my employment and thereafter, publish, disclose or otherwise make available to any third party, other than employees of the Company, any Confidential Material, except as expressly authorized in writing by the Company, I agree that I shall use such Confidential Material only in the performance of my duties for the Company in accordance with any Company policies with respect to the protection of Confidential Material. I agree not to use such Confidential Material for my own benefit or for the benefit of any other person or business entity.
- c) I agree to hold the Confidential Material in strictest confidence, including exercising all reasonable precautions to protect the integrity and confidentiality of Confidential Material in my possession and not to remove any material containing Confidential Material from the Company's premises except to the extent necessary to my employment.



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- d) Confidential Material shall not include, however, any such information which: (1) prior to disclosure, is known to me without restriction, as evidenced by my written records at the time of disclosure, or after disclosure, becomes generally known or available to the public through no act or omission of me in violation of this Agreement; (ii) is lawfully and in-good faith made available to me by a third party who did not derive it from the Company and who imposes no obligation of confidence on me; (iii) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the Company; provided further, that in such case, only the minimum information as required by law is disclosed.
- e) Return of Confidential Material. Unless otherwise specified in writing, all documents and material containing or embodying Confidential Material shall remain the property of the Company and I agree not to make any copies of Confidential Material without the prior consent of the Company. Upon termination of my employment or at any time upon the Company's request, I agree to promptly return all documents and/or material containing or embodying any Confidential Material to the Company as well as all copies thereof and shall cause all summaries or synopses thereof to be either delivered to the Company or destroyed.

2. Assignment of Inventions.

The term "Inventions" shall mean all trade secrets, trademarks, copyrights, service marks, logos, domain names, technical data, inventions, concepts, ideas, processes, data, programs, software and systems documentation, source code, object code, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques that are conceived, devised, invented, developed, created, made, or reduced to practice or tangible medium, by me, under my direction or jointly with others, (i) during my performance of services for the Company, whether or not during normal working hours or on the Company premises (ii) on the Company premises or with the use of Company material, or (iii) that relate, directly or indirectly, to the business of the Company or arise out of my employment with the Company whether or not during normal working hours or on the Company premises or with the use of Company material. The term "Proprietary Rights" shall mean all, trade secrets, know-how, patents, copyrights, trademarks, applications for any of the foregoing, and any other intellectual property rights of the Company throughout the world. This provision shall not apply, however, to inventions that are unrelated to the business of the Company (including its research and development), do not result from any work that I do for the Company so long as they are developed entirely on my own time without the use of the Company's equipment, supplies, facilities.

- a) Disclosure of Inventions. I will promptly and fully disclose in writing to the Company all Inventions. I agree to assist in every proper way and to execute those documents and take such acts as are reasonably requested by the Company to obtain, sustain and from time to time enforce any Proprietary Rights relating to Inventions in the United States or any other country.



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- b) Assignment of inventions. I hereby assign and agree to assign in the future to the Company all of my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto). I will, at the Company's request, promptly execute a written assignment to the Company of any such Inventions and any other document(s) that the Company reasonably requests in order to perfect the Company's rights in Inventions, and I will preserve any such Invention as part of the Confidential Material of the Company. I agree that I will not dispute the Company's ownership of any Inventions. I hereby appoint the Company as my attorney to execute and deliver any such documents on its behalf in the event I should fail or refuse to do so within a reasonable period following the Company's request.
- c) Copyrightable Works. I acknowledge that any original works of authorship made by me (solely or jointly with others) that are otherwise covered by the terms hereof and that are protectable by copyright, shall be deemed to be a "work made for hire". Accordingly, the Company shall be the sole and exclusive author and owner of all such copyrightable works and all right, title and interest therein and thereto, including, without limitation, all copyrights (and all renewals and extensions thereof). To the extent that any of such works are not determined to be a work made for hire, I hereby irrevocably, permanently, exclusively and absolutely assign and grant to the Company all right, title and interest in and to such works, including, without limitation, all copyrights therein (and all renewals and extensions thereof). The Company shall have the sole and exclusive right to use and exploit such works, in whole or in part, in any media or technology known or hereafter devised, in perpetuity. The Company's rights in and to such works may be assigned and licensed without limitation, and any such assignment or license shall be binding on me and shall inure to the benefit of such assignee or licensee. Moreover, I hereby waive, forfeit, relinquish and abandon all "moral rights" (as said term is commonly understood) and all rights of attribution and integrity that I may otherwise have had with respect to such works through the universe.
- d) No Conflicting Obligation. I represent that my performance of all the terms of this Agreement does not and will not breach any other agreement or institutional policy under which I am bound, or any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment for the Company. I have not entered into, and I agree not to enter into, any other agreement whether written or oral in conflict herewith.
- e) Non-Competition. During the term of my employment with or engagement by the Company, I will not, without, the Company's express written consent, directly or indirectly, participate as a principal, employee, consultant, partner, member or stockholder of, or in any other capacity with, any business enterprise (other than in my capacity as a holder of not more than 1% of the combined voting power of the outstanding stock of a publicly-held company) whose business is or may be competitive with the products and services being designed, conceived, marketed, distributed and/or developed by the Company while I am employed or engaged or at the time of termination of my employment or engagement. Upon termination of my services whether voluntary or involuntary I will not seek employment on a part-time or, full-time basis with my



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previous employer, or a client, or competitor of the Company for a period of 24 months from date of termination of employment with the Company.

- f) Non-Solicitation and Non-Hire. During the term of my employment with or engagement by the Company and for the one (1) year period beginning on the date that my performance of services for the Company terminates, I will not either directly or through others, solicit or attempt to solicit any employee, consultant, independent contractor, customer or supplier of the Company to change or terminate his or her relationship with the Company or otherwise to become an employee, consultant, independent contractor or customer to, for or of any other person or business entity in lieu of the Company.
- g) Legal and Equitable Remedies. Because my services are personal and unique, and because I have had and will continue to have access to and have become and will continue to become acquainted with the Confidential Material of the Company and because any breach by me of any of the terms and conditions of this Agreement would result in irreparable injury and damage for which money damages would not provide an adequate remedy, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach, or threatened breach, of this Agreement. I agree that in any action in which the Company seeks injunctive, specific performance or other equitable relief, I will not assert or contend that any of the provisions of this Agreement are unreasonable or otherwise unenforceable. In action or suit to enforce any right or remedy under this Covenant or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including legal fees.
- h) Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notices shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing, or if sent by overnight courier upon written verification of receipt.
- i) No Obligation of Continued Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of my performance of services for the Company, nor shall it interfere in any way with my right or the Company's right to terminate my performance of services for the Company at any time, for any reason. I understand that my employment is "at will" unless I have entered into a separate employment agreement with the Company, and that my obligations under this Agreement shall not be affected by any change in my position, title or function with, or compensation by, the Company.
- j) Business Associate Confidentiality Agreement. In connection with the proposed arrangement to work as an employee to the Company we will be furnishing you information regarding our clients. The information supplied may include financial, personal, health or other business



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information that may be considered to be of private and confidential nature. In consideration for working with the Company you agree:

- Any protected health information (PHI) or other secured or confidential/secured document including PII will be safeguarded.
- You will not use or disclose any PHI/PII or confidential/secured accept as required to provide service to our clients. Any aggregated or extracted information is for the sole use of our clients and you are not entitled to or try to seek any revenue, royalties or other compensation from such information.
- No attempt will be made to copy, print or transmit any PHI/PII or confidential/secured information from the premises.
- Unless otherwise agreed in writing you will not disclose or reveal any information furnished to you other than to other Company associates who are directly working for the same Company client assignments.
- Breach of confidentiality is condition for termination of employment and legal action.

k) General:

- i. I hereby acknowledge and agree that I have reviewed and understood this Agreement and that the covenants contained herein are reasonable in geographical and temporal scope and in all other respects.
- ii. If any court or other decision maker of competent jurisdiction determines that any of the covenants (or any parts thereof) contained in this Agreement are unenforceable because of the duration or geographical scope of such provision, then, the duration or scope of such provision, as the case may be, shall be reduced so that such provision becomes enforceable and, in its reduced form, such provision shall then be enforceable and shall be enforced. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- iii. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor-in-interest or other assignee.
- iv. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this



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Agreement shall be construed as a waiver of any other right. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously retained to perform services for the Company, or am in the future employed or retained to perform services for the Company if no other Agreement governs nondisclosure and assignment of inventions during such period.

- v. This Agreement is not assignable without the prior written consent of the other party; provided, however, that the Company may assign this Agreement, without my consent, to any corporation with which it merges or consolidates or to any transferee of all or part of the Company's assets, The terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto. It is further understood and agreed that this Agreement may not be amended except by an instrument signed by the party against whom enforcement is sought.
- vi. I agree not to make written or oral statements about the Company or its officers. Directors, shareholders, employees or agents that are negative, disparaging, or that could affect adversely the conduct of the Company's business or its reputation. Nothing in this Paragraph shall preclude me from communicating or testifying truthfully to the extent expressly required or protected by law, or by the proper inquiry of a state or federal governmental agency, or by a subpoena to testify issued by a court of competent jurisdiction.
- vii. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral. Any modification of this Agreement shall be in writing and shall be signed by a duly authorized representative of each party. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.



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Restrictive Covenant Agreement Form

ARDEM Data Services Private Limited, Restrictive Covenant Agreement ACKNOWLEDGMENT FORM

All employees, officers and directors of ARDEM Data Services Private Limited are expected to complete this form annually certifying that they have read, understood and complied with the Code of Business Conduct and Ethics. It is the Company's policy that no one will be subject to retaliation or adverse employment action because of a good faith report of suspected misconduct or for assisting in the investigation of suspected misconduct.

I have received and read the Restrictive Covenant Agreement and I understand and have complied with its contents. I agree to comply fully with the standards, policies and procedures contained in the Covenant and the Company's related policies and procedures. I understand that I have an obligation to report to the Company any suspected violations of the Restrictive Covenant that I am aware of. I acknowledge that the Covenant is a statement of policies for business conduct and does not, in any way, constitute an employment contract or an assurance of continued employment.

Printed Name:

Date:

Signature: