

SUMMARY OF INDIA CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT

This agreement is a requirement for rendering services to The Driven Race & Club Solutions LLC (the “Driven”) as an employee of The Driven IT Solutions, LLP (“Driven India”), to ensure that there is a clear understanding that the Work Product (as defined in the agreement) you work on is owned by the Driven.

Additionally, the agreement makes clear that the Work Product and other services you provide for the Driven are confidential, meaning that you cannot disclose what you’re working on and the services you provide to anyone outside the Driven India, without permission.

Finally, the agreement sets out what rights the Driven has to enforce the agreement if a violation occurs, including the how, when, and where to do so.

Confidentiality Agreement

The Driven Race & Club Solutions, LLC/
The Driven IT Solutions, LLP

**CONFIDENTIAL INFORMATION AND
INTELLECTUAL PROPERTY AGREEMENT**

(to be signed by each employee of Consultant)

As a condition of the services rendered to The Driven Race & Club Solutions LLC, its subsidiaries, affiliates, successors or assigns (together "Driven", or the "Company"), by and through The Driven IT Solutions, LLP, (the "Consultant") and in consideration of my employment with the Consultant and my receipt of the compensation now and hereafter paid to me by Consultant, and for good and valuable consideration received from Company, the sufficiency of which is acknowledged, I hereby agree to the following:

1. INTELLECTUAL PROPERTY

1.1 Work Product.

(a) *Ownership.* I acknowledge that, as between Driven and me, all right, title and interest in the Work Product (defined below), belong to and is owned by Driven.

(b) *Assignment.* I agree to assign (or cause to be assigned) and do hereby transfer, convey and assign fully to Driven all Work Product and all right, title and interest thereto, including without limitation any copyrights, patents, trademarks, trade secrets or other proprietary rights relating thereto. Except to the extent set forth in this Agreement, I agree that I retain no rights to use the Work Product and agree not to challenge the validity of Driven's ownership in the Work Product. For purposes of this Agreement, "Work Product" means any and all computer software and code (including without limitation, assemblers, applets, HTML, formatted files, modules, algorithms, compilers, source code, object code, data, design tools, user interfaces, icons and the "look and feel" of any of the foregoing), copyrightable material, notes, records, drawings, designs, inventions, developments, discoveries, products, processes, trade secrets, additional software, and any other items, or any derivative works, improvements, or modifications thereof, conceived, made or discovered by me, solely or in collaboration with others, during the period of this Agreement or as set forth in any Statement of Work, which relate in any manner to the business of Driven that I may be directed to undertake, investigate or experiment with, or which I may become associated with in work, investigation or experimentation in the line of business of Driven in performing the Services hereunder.

(c) *Covenant of Further Assurances.* I agree to assist Driven, or its designee, at Driven's expense, in every proper way to secure Driven's rights in the Work Product and any copyrights, patents, trademarks, trade secrets, mask work rights or other proprietary rights relating thereto in any and all countries, including the disclosure to ABC of all pertinent information and data with respect thereto, the execution of all applications, registrations, specifications, oaths, assignments and all other instruments ("Registrations") that Driven deems necessary in order to apply for and obtain such rights and in order to assign and convey to Driven, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Work Product, and any copyrights, patents, trademarks, trade secrets, mask work rights or other proprietary rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such Registrations will continue after the termination or expiration of this Agreement.

(d) *Attorney in Fact.* Where Driven is unable because of my unavailability, mental or physical incapacity, or for any other reason, to secure my signature to apply for or to pursue any application for any United States or foreign patents, mask work or copyright registrations, or other proprietary rights covering the Work Product assigned to Driven above, then I hereby irrevocably designate and appoint Driven and its duly authorized officers and agents as my agent and such Work Product or the business of Driven.

(e) *Waiver or Assignment of Other Rights.* If I have any rights to the Work Product that cannot be assigned to Driven, I unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against Driven with respect to such rights, and agrees, at Driven's request and expense, to consent to and join in any action to enforce such rights. If I have any right to the Work Product that cannot be assigned to Driven or waived by me, I unconditionally and irrevocably grant to Driven during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to use, reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

1.2 Pre-Existing Materials. I agree that if in the course of performing the Services, I incorporate into any Work Product developed hereunder any software, content, copyrightable material, invention, improvement, development, concept, discovery or other materials owned by me, or in which I have an interest, prior to the Effective Date, ("Pre-Existing Materials"): (i) I shall inform Driven, in writing before incorporating such Pre-Existing Materials into any Work Product; and (ii) I hereby grant Driven a nonexclusive, fully-paid and royalty-free, perpetual, irrevocable, worldwide license, with the rights to sublicense through multiple levels of sub-licensees, to use, reproduce, distribute, publicly perform and publicly display by all means now known or later developed, modify, prepare Derivative Works of, make, have made, sell and export Pre-Existing Materials as part of or in connection with such Work Product or the business of the Driven.

1.3 Representation and Warranties. I hereby represent and warrant that: (i) all Work Product will be original work; (ii) the Work Product will not infringe the copyright, patent, trademark, trade secret, mask work or any other intellectual property right of any third party; (iii) the Work Product will not be obscene, libelous, or violate the right of privacy or publicity or any other right of any third party; (iv) neither the Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (v) the Work Product will not contain any virus, trap door, worm, or any other device or routine that is injurious or damaging to software or hardware used in conjunction with the Work Product; and (vi) I have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude me from complying with the provisions hereof, and further warrant that I will not enter into any such conflicting agreement during the term of this Agreement.

2. CONFIDENTIALITY

2.1 Definition. "Confidential Information" means the Work Product and any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, business plans or models, product plans, products, services, computer software and code, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, customer lists and customers (including, but not limited to, customers of the Company on

whom I called or with whom I became acquainted during the term of its services), markets, finances or other business information disclosed by Driven either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include information which: (a) is known to me at the time of disclosure to me by Driven as evidenced by written records of Consultant, (b) has become publicly known and made generally available through no wrongful act of

2.2 Non-Use and Non-Disclosure. I agree that I shall not, during or subsequent to the term of this Agreement: (i) use Driven's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Driven, or (ii) disclose Driven's Confidential Information to any third party. It is understood that said Confidential Information is and will remain the sole property of Driven. I agree to take all reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information. I agree that I shall not use, disseminate or distribute to any person, firm or corporation, incorporate, reproduce, modify, reverse engineer, decompile or network any Confidential Information or any Technology, or any portion thereof, for any purpose, commercial, personal, or otherwise, except as expressly authorized in writing by an authorized representative of the Company. Upon completion of the Services or termination of this Agreement, or at any time thereafter, I shall promptly return to Driven, or upon the request of Driven shall destroy or delete, all such tangible Confidential Information or Technology, including, but not limited to, any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my engagement by the Company or otherwise belonging to the Company. Upon the termination of the Services to the Company, I agree to execute and deliver Driven's Termination Certification.

2.3 Former Employer's Confidential Information. I agree that I shall not, during the term of this Agreement, improperly use for the benefit of, or disclose to, Driven any proprietary information, technical data, know-how, trade secrets or other information of a type or nature similar to Confidential Information ("Restricted Information") of any former or current employer or other third party with which I have an agreement or duty to keep in confidence, and that I shall not bring onto the premises of Driven any of such Restricted Information unless consented to in writing by such employer or third party. Without limiting the foregoing, I shall not incorporate any Restricted Information into any Work Product without Driven's prior written permission.

2.4 Third Party Confidential Information. I recognize that Driven has received and in the future, will receive from third parties their proprietary information, technical data, know-how, trade secrets or other information of a type or nature similar to Confidential Information ("Third Party Information") subject to a duty on Driven's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe Driven and such third parties, during the term of this Agreement and thereafter, a duty to treat such Third-Party Information as if it were Confidential Information in accordance with the obligations of Section 2.2 above.

3. INDEMNIFICATION. I agree to defend, indemnify and hold Driven harmless from and against any claim, loss, costs, or damages, including, but not limited to reasonable attorneys' fees, arising out of or resulting from the following: any action by a third party against Driven that is based upon any claim that any Services performed under this Agreement, or the result thereof infringe a patent, copyright or other proprietary right or violate a trade secret, or any action by a third party that is based upon (i) any negligent,

reckless, or intentionally wrongful act or omission committed by me, (ii) a determination by a court or agency that the I am not an independent contractor, or (iii) or any breach or alleged breach by me of any of the covenants, representations, or warranties contained in this Agreements.

4. **CONFLICTING EMPLOYMENT.** I agree that, during the term of my services rendered to the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

5. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Consultant, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

6. **SOLICITATION OF EMPLOYEES.** During the period of the Services rendered to the Company, and for a period of one (1) year immediately following the termination of my relationship with the Company for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company, either for myself or for any other person or entity.

7. **REPRESENTATIONS.** I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

8. **ARBITRATION AND EQUITABLE RELIEF**

8.1 **Disputes.** Except as provided in Section 8.5 (Equitable Relief) below, the parties agree that any dispute or controversy arising out of, relating to or in connection with the interpretation, validity, construction, performance, breach or termination of this Agreement will be settled by binding arbitration to be held in Washoe County, Nevada, United States, subject to the Nevada Arbitration Rules (waiving any caps on an award or attorney's fees) and Nevada Rules of Civil Procedures (the "Rules"). Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.

8.2 **Venue/Jurisdiction.** The parties hereby consent to the personal and subject matter jurisdiction of the courts of the State of Nevada.

8.3 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada.

8.4 **Costs.** Each party hereto shall pay one-half of the costs and expenses of such arbitration, and each shall separately pay its counsel fees and expenses unless otherwise required by this Agreement, law or the Rules.

8.5 **Equitable Relief.** The parties may apply to any court of competent jurisdiction in the State of Nevada for a temporary restraining order, preliminary injunction, or other interim or conservatory

relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator.

8.6 ACKNOWLEDGMENT. I HAVE READ AND UNDERSTAND AND AGREE THAT A DISPUTE OR CONTROVERSY SHALL BE SUBJECT TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN SECTION 8.5 (EQUITABLE RELIEF), RESULTING IN A WAIVER OF A RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

9. MISCELLANEOUS

9.1 Amendments and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term, waived only by a writing signed by the Party to be bound. No waiver of any default hereunder or any terms or conditions of this Agreement will be deemed to be a waiver of any other or subsequent default of any other term or condition, but will apply solely to the instance to which such waiver is directed.

9.2 Return of Materials. Upon the termination the Agreement between Driven and Consultant, or upon Driven's earlier request, I shall: (a) discontinue use of all Confidential Information of Driven and all Work Product, and (b) deliver to Driven all Work Product and Deliverables (without regard to stage of completion) and all embodiments of Driven's Confidential Information that I may have in my possession or control.

9.3 Severability. The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, will not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

9.4 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9.5 Survival. Upon termination of the Agreement between Driven and Consultant, all rights and duties of the parties toward each other will cease except Section 1 (Intellectual Property), Section 2 (Confidentiality), Section 3 (Indemnification), Section 6 (Solicitation of Employees/Competitors), Section 8 (Arbitration and Equitable Relief), and Section 9 (Miscellaneous) shall survive any termination or expiration of this Agreement.

By: _____

Date: _____

Print name: _____