

Attachment D1

**CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT
FOR CONTRACTORS IN U.S. PROFESSIONAL AND OFFICE POSITIONS**

This Contractor Confidentiality and Intellectual Property Agreement ("Agreement") is made as of 07-27, 2018, by and between Cummins Inc. ("Cummins") and HARISH KOLLA ("Contractor").

Recitals

- A. For purposes of this Agreement, the term "Company" means Cummins and/or each of its direct or indirect subsidiaries or any affiliated entity that Cummins directly or indirectly owns a controlling interest in or otherwise controls.
- B. Contractor has been or will be assigned to work at the Company by his/her employer, and both the Company and Contractor desire that such assignment commence or continue. To induce the Company to give or continue to give Contractor access to certain of the Company's trade secrets and confidential information, Contractor is willing to enter into this Agreement for the protection of the Company's trade secrets, confidential information and intellectual property.

Agreement

In consideration of the above recitals, the Contractor's assignment or continued assignment at the Company, the promises contained in this document and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cummins and Contractor agree as follows:

1. **Non-Disclosure of Confidential Information.** As used in this Agreement, the term "Confidential Information" means any and all of the Company's trade secrets, confidential and proprietary information and all other non-public information and data of or about the Company and/or its business, including, but not limited to:

- business methods and processes, research and development information;
- lists of customers, information pertaining to customers and employees, marketing information, costing and pricing information, compilations of data and financial information;
- information pertaining to the Company's products and the way in which these products are developed, made, used, serviced, sold and/or marketed; and
- information pertaining to the Company's relationships with business partners and suppliers, business plans, and information about prospective customers or prospective products or services

This information is protected whether or not reduced to writing or other tangible medium of expression, whether patentable or not, and includes all work product created by Contractor in rendering services for the Company.

During his/her assignment at the Company and thereafter, Contractor will not use or disclose to others any of the Confidential Information, except as authorized in writing by the Company or in the performance of work assigned to Contractor by the Company. Contractor agrees that the Company owns the Confidential Information and Contractor has no rights, title or interest in any of the Confidential Information. Contractor will abide by the Company's policies protecting the Confidential Information. At the Company's request or upon termination of

Contractor's assignment at the Company, Contractor will immediately deliver to the Company any and all materials (including copies and electronically stored data) containing any Confidential Information in Contractor's possession, custody or control.

Contractor acknowledges and agrees that his/her obligations under this Agreement, including Contractor's confidentiality and intellectual property assignment obligations, shall survive the termination of Contractor's assignment at the Company, regardless of whether such termination is voluntary or involuntary, or is with or without cause. Contractor's confidentiality obligations shall continue after Contractor leaves the assignment at the Company for as long as the Confidential Information remains confidential. Contractor agrees that he or she will notify any future or subsequent employer of the Contractor's confidentiality obligations to the Company.

2. Inventions. As used in this Agreement, the term "Inventions" means any and all discoveries, inventions, concepts, ideas and improvements related to the Company's business, actual or contemplated, whether patentable or not, including, but not limited to, business processes and methods, product concepts, product line extensions, new product formulations as well as improvements to any of the foregoing or know-how related thereto. All Inventions made or conceived by Contractor, either solely or jointly with others, during Contractor's assignment at the Company or within six months after termination of assignment, which are:

- related to the Company's present or future business which the Company had under consideration while Contractor was on assignment at the Company, **OR**
- made by Contractor in the course of Contractor's assignment or with the use of the Company's facilities, materials or personnel, and whether patented or not, are solely the property of the Company.

Contractor will, without royalty or other consideration: (i) inform the Company promptly and fully of such Inventions by written reports, setting forth in detail the procedures employed and the results achieved, (ii) assign, and does hereby assign, to the Company all his/her right, title and interest in and to such Inventions and applications for United States and foreign Letters Patent, any United States and foreign Letters Patent and renewals thereof granted upon such Inventions, (iii) assist the Company or its nominees, at the expense of the Company, to obtain such United States and foreign Letters Patent for such Inventions as the Company may elect and (iv) execute, acknowledge and deliver to the Company at its expense such written documents and instruments and do such other acts as may be necessary in the opinion of the Company to obtain and maintain United States and foreign Letters Patent upon such Inventions and to vest the entire right and title thereto in the Company and to confirm the complete ownership by the Company of such Inventions. The Company agrees to bear and pay any and all expenses, legal or otherwise, that may be necessary in preparing any writings, transfers, assignments, agreements and any and all papers necessary for protecting such Developments or Inventions.

3. Excluded Inventions. Contractor represents that he/she has indicated on the Schedule A attached to this Agreement any and all Inventions conceived prior to his/her assignment in which Contractor has any right, title or interest, and which Inventions are to be excluded from this Agreement.

4. Works of Authorship. As used in this Agreement, the term "Works" means any and all works of authorship fixed in a tangible medium of expression by Contractor which are made during Contractor's assignment at the Company and which (a) are made by Contractor, either solely or jointly with others, during the course of or which result from Contractor's assignment at the Company, or (b) relate to the Company's present business or future business which the Company had under consideration while Contractor was on assignment at the Company. All Works created by Contractor are and will remain exclusively the property of the Company. Each such Work is a "work made for hire," and the Company may file applications to register copyright as author thereof. To the extent such Work cannot be a "work made for hire" under the U.S. Copyright Act, all right, title and interest in any such Work shall be and hereby is assigned and transferred to Company. Contractor will do whatever reasonable acts the Company requests to secure or aid in securing copyright protection and will assist

the Company or its nominees in filing applications to register claims or copyright in such Works. Examples of such Works include but are not limited to computer programs, source codes, drawings, memoranda and other documents. Contractor hereby assigns and transfers any "moral" rights that Contractor may have in any Works under any copyright or other law, whether United States or foreign. Contractor agrees to waive and never to assert any such "moral" rights in any Works during or after the termination of assignment at the Company.

5. **Power of Attorney.** In the event the Company is unable, for any reason, to secure Contractor's signature to any lawful or necessary documents required to apply for, prosecute, perfect, or assign any United States or foreign application for Letters Patent, trademark or copyright registration, Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and on Contractor's behalf, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution, issuance or assignment of Letters Patent on such Inventions, or registrations for trademark or copyright on such Works, with the same force and effect as if executed by Contractor.

6. **Severability.** If any clause, portion or section of this Agreement is determined to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.

7. **Remedies.** Contractor recognizes that a breach or threatened breach by Contractor of this Agreement will give rise to irreparable injury to the Company and that money damages will not be adequate relief for such injury, and, accordingly, agrees that the Company shall be entitled to obtain injunctive relief, including, but not limited to, temporary restraining orders or preliminary injunctions in addition to any other legal remedies which may be available, including the recovery of monetary damages from Contractor. In addition to all other relief to which it shall be entitled, the Company shall be entitled to recover from Contractor all litigation costs and attorneys' fees incurred by the Company in any action or proceeding relating to this Agreement in which the Company prevails.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, notwithstanding any state's choice of law rules to the contrary. The Company and Contractor agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in Bartholomew County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division, and the Company and Contractor hereby submit to the jurisdiction and venue of such courts and waive any right to challenge or otherwise object to personal jurisdiction or venue in any action commenced or maintained in such courts.

9. **Contractor Status.** This Agreement does not affect Contractor's status as a contractor or guarantee Contractor's assignment for any specific duration.

10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subjects specifically addressed herein, and supersedes any prior agreements, understandings, or representations, oral or written, on the subjects addressed herein; provided, however, this Agreement does not affect or supersede any non-competition agreement between the Company and Contractor.

11. **Prior Confidentiality Obligations.** Contractor agrees not to disclose to the Company or induce the Company to use any secret or confidential information that belongs to Contractor's current or prior employer(s) or is a part of a prior confidential agreement and which was known to Contractor to be secret or confidential.

IN WITNESS WHEREOF, the Company and Contractor have executed this Agreement as of the date first above stated.

CUMMINS INC.

CONTRACTOR

By: _____

K. Harish

Printed Name: _____

Printed Name: HARISH KOLLA.

Title: _____