



**AGREEMENT FOR ASSIGNMENT OF INVENTIONS, COVENANT
AGAINST DISCLOSURE AND AGREEMENT NOT TO COMPETE**

IN CONSIDERATION OF my employment to perform services for L&T Technology Services Limited (L&T TSL in short), its successors, or assigns (hereinafter "Employer") and in consideration of the wages and salary to be paid to me and of the position which I occupy and which brings me into contact with activities of the Employer, and regardless of the duration of such employment, I agree to perform to the best of my ability all duties required of me from time to time by the Employer and I agree to comply with conditions set forth herein.

1. **Property Rights:** I agree that all concepts, designs, inventions, improvements or developments which I may conceive, develop, devise, make, invent, or suggest during my employment with the Employer relating generally to any matter of thing, including computer programs, systems, designs, manuals, documentation, products, processes, or methods which may be connected in any way with the Employer's work or with work or tests carried on by the Employer, shall become the absolute property of the Employer.
2. **Assignment:** I hereby assign and agree to assign, at any time at the request of the Employer, to the Employer, its successors, assigns or nominees, all my rights, title and interest in or to such concepts, designs, inventions, improvements, and developments, patentable or unpatentable, which during the period of my employment with the Employer or with its predecessor or successor in business or with any entity associated with Employer, I have made or conceived, or which, while still in the employment of my Employer, I hereafter may make or conceive, either solely or jointly with others: (a) with the use of the Employer's time, material, or facilities; and/or (b) resulting from or suggested by my work for the Employer or contact with other employees of Employer; and/or (c) in any way pertaining to any subject matter which shall be within the existing or contemplated business of the Employer. All such concepts, designs, inventions, improvements, and developments shall automatically be deemed to be the property of the Employer as soon as made or conceived. My obligation to assign the rights to such property shall survive the discontinuance or termination of my employment with Employer for any reason. I acknowledge and agree that all copyrightable proprietary information prepared by me within the scope of my employment with the Employer are "works made for hire" and, consequently, that the Employer owns all copyrights thereto. I hereby expressly waive in favour of the Employer any moral rights, artist's rights or other rights of authorship under the relevant copyright laws or other intellectual property rights (which rights otherwise cannot be assigned or transferred to the Employer) in and with respect to any concepts, designs, inventions, improvements, developments or other copyrightable works that I may conceive, develop, devise, make, invent, or suggest during my employment with the Employer.
3. **Disclosure:** I agree to disclose promptly to my immediate supervisor all such concepts, designs, inventions, improvements, and developments.

Name : _____

Signature & Date : _____



4. Execution of Documents: At any time upon the request of the Employer, either during my employment or after termination thereof, and without charge to the Employer, but at its expense, I agree to execute, acknowledge, and deliver all papers and documents, including but not limited to applications for patents, copyrights, or trademarks; and I agree to perform such other lawful acts as, in the opinion of Employer, may be necessary, required or of assistance in obtaining or maintaining patents, copyrights, or trademarks, for such concepts, designs, inventions, improvements, and developments in any and all countries and in vesting title thereto in the Employer, its successors, assigns or nominees.
5. Actions Required on Termination: Upon termination of my employment with Employer, I agree to return to Employer all property of the Employer of which I have had custody and to deliver to my supervisor all notebooks, documentation, files, and notes, and other data relating to research or experiments conducted by me or relating to any concepts, designs, inventions, improvements, or developments pertaining to computer programs, systems designs, manuals, documentations, products, processes, or methods of the Employer or otherwise covered by this Agreement.
6. Compliance Not Contingent Upon Additional Consideration: I have not been promised, and I shall not claim, any additional or special payment or compensation for such assignments and for compliance with the other covenants and agreements herein contained.
7. Prior Inventions: If, prior to the date of execution of this Agreement, I have made or conceived any unpatented inventions, improvements, concepts, designs, or developments, whether patentable or unpatentable, which I desire to have excluded from this Agreement, I have attached to this Agreement a complete list and brief description thereof.
8. Covenant Against Disclosure: In addition to all other obligations with respect to the observance of the local government security regulations, I understand that it may be desirable or necessary for the Employer or any of its suppliers, licensors, or customers to disclose to me information or data relating including but not limited to the technology, systems, methods of operations, products, business data, financial data and any other information of the Employer or its suppliers, licensors, customers or third party and, I therefore agree as follows:
 - (a) To accept and retain such data and information in complete confidence and, at all times during and after the termination of my employment with the Employer, not to disclose or reveal such data or information to others and refrain from using such data for purposes other than those purposes authorised in writing by the Employer.
 - (b) Not to directly or indirectly publish, communicate, divulge, or describe to any unauthorised person nor use, claim, patent, or copyright any such data or information during the term of my employment with the Employer or at any time subsequent thereto without the prior written consent of the Employer.
 - (c) To turn over to the Employer all written or descriptive matter containing any confidential or proprietary information or data upon termination of my employment, or sooner, at the request of the Employer.
 - (d) To keep the contractual relationship of the Employer with its suppliers, licensors, and customers confidential. I further agree not to disclose any supplier, licensor, or customer relationships.

Name : _____

Signature & Date : _____



9. Agreement Not to Compete: Since I am employed in a position in which I may have intimate and complete knowledge of the operations, products, services, systems, methods and trade secrets of the Employer, many of which are unique, patented or patentable, and specially developed by Employer and allow Employer to effectively compete in its business, I hereby agree that during my term of employment with Employer I will not directly or indirectly, either as principal, agent, employee, representative, consultant, or in any other capacity, contact, communicate with, or have any other business dealings with any client of Employer, as defined in this section, with whom I have had any contact, communications, or business dealings with during my terms of employment with Employer, except as specifically authorised by the Employer.

I also agree that for a period of two years after my termination of employment with the Employer, I will not contact, communicate, or have any business dealings with, either directly or indirectly, any Client of the Employer. "Client" includes those who are clients of the Employer on the date of termination of this agreement as well as those who were clients of the Company at any time two years prior to the termination of this agreement. For avoidance of doubts, I understand that my obligation of "not compete" as mentioned in this agreement will apply to all Clients of the Employer or customers of Clients on whose projects I am deputed or assigned whilst being in the employment of the Employer.

"Client", for the purpose of this section, is limited to an individual, trust, partnership, corporation, or other nongovernmental association, or any specific contracting office of any governmental agency or department. It shall not include any other offices or contracting officer within an agency or department where that other office or contracting officer has no contact, communications, or business dealings with Employer.

I further agree that during my term of employment with Employer, I shall devote my skills and best efforts to the service of Employer and not perform any activities for any competitor of Employer.

10. Agreement not to solicit employees: I acknowledge and stipulate that the Employer is engaged in a highly competitive business and its success depends upon the quality and availability of its personnel. I also acknowledge that my employment with the Employer provides me with access to employees of the Employer and information about them.

In view of this, I agree not to solicit employees of the Employer either for myself or for any other person, firm, partnership, trust or corporation either directly or indirectly while I am in the employment of the Employer and for a period of two years after my employment contract with the Employer is terminated for whatsoever reason. For this purpose, "employees" shall include those who have been employees of the Employer at any time during the two years period prior to the date of termination of my contract of employment.

11. Reasonable Scope: I acknowledge and stipulate that the Employer is engaged in a highly competitive business and that its success depends upon the quality of its personnel and the confidentiality concerning its products, services, systems, and methods. I also acknowledge and stipulate that the restrictions placed on me are reasonable in terms of duration and scope of activities. I stipulate that the said restrictions are no broader than is reasonably necessary to protect the Employer and do not unreasonably interfere with my right to earn a living. I further agree that any breach of any provision of this agreement will cause the Employer and/or its Clients irreparable harm and therefore that upon any such breach or any threat

Name : _____

Signature & Date : _____



thereof, the Employer shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

In the event that any provision of this agreement is deemed to be overly broad and unenforceable, the parties hereto stipulate and agree that any court of competent jurisdiction shall have the right to so limit, amend, or construe said provision so that the same shall be enforceable and hereby request the court to so act.

12. Severability: Each paragraph and provision of this agreement is severable from the agreement and if one provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
13. Waiver: No term or provision of this agreement will be considered waived by the Employer, and no breach consented to by the Employer, unless such waiver or consent is in writing signed on behalf of the Employer's authorized representative. No consent to or waiver of a breach of this agreement by the Employer, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this agreement by me. No delay or omission of the Company in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver hereof.
14. Entire Agreement: This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, and assigns and the successors and assigns of the Employer.
15. Privacy and protection of personally identifiable information: The company undertakes to maintain the confidentiality and prevent unauthorized dissemination of all your personally identifiable information unless consented by you.

EMPLOYEE:

Witness (Name & Signature)

Name & Signature

EXECUTED AT _____ THIS _____ DAY OF _____ 2022

EMPLOYER: L&T Technology Services Limited

Information Systems and Cyber Security Agreement

I agree that, in consideration for using L&T Technology Services Limited ("LTTS") computer hardware, software and all other equipment and devices as part of my employment, I recognize and will abide by the following conditions:

I will judiciously use the Information Technology resources provided to me and I will not exploit the organizational resources for my own personal gain/pecuniary advantage. Resources include both tangible assets like equipment and facilities etc. or intangible assets like designs, information, software, or network with suppliers/customers, etc.

All concepts, designs concepts, designs, inventions, improvements, developments done during my tenure by using LTTS resources shall be the property of LTTS,

I will abide by the IT and Information Security policies which get updated from time to time in LTTS Policy Portal.

I hereby agree that I will use applications, IT Systems and IT infrastructure provided for execution of the activities in connection with any business transactions involving LTTS / L&T Group companies and / or its clients, by following Information Security guidelines and avoid being a victim to Phishing or risking LTTS / L&T Group companies and / or its clients systems getting hacked and \ or sensitive data getting compromised.

I hereby agree that I will NOT use any identity, information and data provided by LTTS/L&T Group companies and / or its clients for any personal use or gain either directly or indirectly. I hereby agree that I will always keep above mentioned identity, information and data, secure and protected and comply with data privacy laws to maintain a healthy and secure working environment.

I hereby agree that I will use authorized and licensed software provided by LTTS. I hereby also confirm that I will NOT use any un-authorized and \ or pirated and \ or cracked software for execution of business transactions involving LTTS and / or its clients. I am aware that according to the copyright laws, illegal reproduction of software can be subject to civil damages, and criminal penalties including fines and imprisonment.

E-mail forms a major portion of business communication. I will comply with the E-mail Usage Guidelines, key ones being the following:

I will not use my official email id for my personal usage / personal registration purposes Like social media, public sites, etc.

I will not send any LTTS /client email containing confidential and official information to my personal email id.

I will not use LTTS email system to transmit messages or attachments which contain intimidating or harassing mails, junk or spam mails, purposefully sending virus infected mails, etc.

The Management has the right to access all e-mail files created, received or stored on LTTS's system without prior notification to the respective user.

Name : _____ Signature & Date : _____

I agree that I will only store confidential data on LTTS provided storage or client provided storage. I will not copy and or store project or confidential data on personal drives & storages, or any cloud storage.

I will not share LTTS provided identity and system credentials, which are assigned to me. I will be personally held responsible for any misuse of these credentials.

I will not perform or get involved in any illegal activities like cybercrime, phishing attacks, crypto mining, spreading malware, hacking systems, etc.

I am aware that all Information Security Incidents should be brought to the notice of LTTS IT Security team.

In the event of infringement or breach, I am aware that LTTS does not offer protection to any employee from prosecution by the owner, developer, maker, distributor, or licensor of the original commercial software

Any violation of the above obligations and the Information Security Policies will be dealt with appropriate Organizational disciplinary action, which includes termination from services.

Employee's Name: _____

Employee's PS Number: _____

Signature: _____

Date: _____