

**SCHEDULE 12
FORM OF CONFIDENTIALITY AND IP ASSIGNMENT AGREEMENT**

to the

**MASTER INFORMATION TECHNOLOGY
SERVICE AGREEMENT**

between

MARRIOTT INTERNATIONAL, INC.

and

MINDTREE LIMITED

Dated: December 26, 2012



CONFIDENTIALITY AND IP ASSIGNMENT AGREEMENT

I hereby acknowledge and understand that my appointment by MindTree Limited ("Company") is, *inter alia*, conditional to the following terms, by which I agree to be bound:

1. During the course of my work, I understand that I will have access to and come into possession of assorted confidential and proprietary information in relation to Company and Company's customers. This information may relate to various issues, including but not limited to:

- (A) business strategies, marketing and sales information;
- (B) financial information, including accounting records;
- (C) banking information;
- (D) dealings with regulatory agencies;
- (E) IT infrastructure and network architecture;
- (F) customer pricing, service levels and customer contracts;
- (G) customers' information, including but not limited to banking records, passwords and health information;
- (H) tax status and strategies;
- (I) records on employees, performance metrics and compensation information;
- (J) vendor information;
- (K) information that may be oral, written, or in electronic form;
- (L) quality control measures;
- (M) intellectual property and trade secrets; and
- (N) any other information that may be specifically classified by Company as "Private and Confidential."

(any and all of the above, collectively referred to for purposes of this agreement as the "Company Confidential Information").

2. I understand and agree that Company Confidential Information is extremely critical to Company and its customers' business and I undertake that I will at all times during the term of my employment with Company and thereafter, hold in strictest confidence, and not use or divulge to any person, any Company Confidential Information or part thereof belonging to or relating to Company or any of its customers that I may have access to. I also agree not to use (other than in the course of performing the services as an employee of Company) or to derive any personal gain from such Company Confidential Information. In addition to the aforesaid, I hereby undertake that I will not either willfully or through any other act, omission or negligence, share, distribute, disclose or cause or induce any other person to



share, distribute or disclose either verbally, electronically or in writing any such Company Confidential Information to any person other than those permitted by Company to have such Company Confidential Information, without the prior written consent of authorized representatives of Company.

3. Notwithstanding the aforesaid, I agree and undertake that I will, on becoming aware of any breach of the confidentiality of the Company Confidential Information or part thereof, as contemplated hereunder, immediately inform the Chief Financial Officer of Company.

4. I agree that in consideration for the benefits accruing to me by virtue of my employment with Company, as between me and Company, all work product or other proprietary works developed or created by me during the term of my employment with Company (including, but not limited to, copyrights, trademarks and patents) will be the sole and exclusive property of Company or its customers, and with respect to copyrights, such copyrights will be deemed "works for hire". Without prejudice to the above, it is agreed that this letter will operate as a perpetual, irrevocable, worldwide written assignment in favor of Company, in consideration for the benefits accruing to me by virtue of my employment with Company, of any right, title or interest (that exists now or may exist in the future) that I may have in respect of such intellectual property. I acknowledge that Company or its customers and their successors and assigns will have the right to obtain and hold in their own names any such intellectual property and I agree to execute any documents or take any other actions as may reasonably be necessary, or as Company may reasonably request, to perfect Company or a Company customer's ownership of any such intellectual property. I acknowledge that notwithstanding the provisions of Section 19(4) of the (Indian) Copyright Act, 1957, the assignment will not lapse nor will the right transferred therein revert to me even if Company or its assigns do not exercise the rights under assignment within a period of one year from the date of assignment. I agree not to take any steps against Company or its assigns under Section 19A of the said Act.

5. I agree that at the time of termination of my employment with Company, I will return to Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Company Confidential Information belonging to Company and/or its customers and all copies thereof in my possession or under my control.

6. I agree and acknowledge that it may be extremely difficult to measure in money the damage to Company and its customers of any failure on my part to comply with this agreement, that the restrictions and obligations under this agreement are material, and that, in the event of any failure on my part in complying with the terms hereunder, Company and its customers could suffer irreparable harm and significant injury, which may not be capable of being compensated in terms of money. I therefore agree, that should Company find me in breach of any of the provisions of this agreement, Company will be entitled to seek the issuance of an injunction or other restraining order or to the enforcement of other equitable remedies against me to compel performance of the terms of this agreement without the necessity of showing or proving it has sustained any actual damage. I understand that willful disclosure of Company Confidential Information may amount to an offence under U.S. or non-U.S. rules and laws and could lead to imprisonment. This will be in addition to and without prejudice to any other legal rights and remedies available to Company and its customers in law or equity.



Signed: _____

Name (printed): _____

Employee ID: _____

HR Contact: _____

Date: _____

I hereby agree that I have read and understood the terms and conditions of the aforesaid agreement and also the repercussions of the breach thereof. I further confirm that I have received a counter-copy of this agreement for my records.

Signed: _____

Name (printed): _____

