

**ES/DXC**  
**Agency Contractor Non-Disclosure Agreement**

Name of agency contractor: Rahul Panchiwala

1. I, the undersigned agency contractor, am aware that ES/DXC and my employer, (PYRAMID IT CONSULTING PVT LTD) have entered into an agreement to provide agency contractor services.

2. In consideration of my future assignment to ES/DXC or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "DXC"), I hereby acknowledge, represent and confirm to ES/DXC and Supplier as follows: (a) I have read the provisions of this Non-Disclosure Agreement, understand each of them, agree to comply with each of them, and know of no agreements, obligations, or restrictions which prevent or prohibit me from complying with them; (b) I will receive and maintain all Confidential Information, perform services, and conduct myself, in all respects during and after the term of my assignment to ES/DXC, in a manner consistent with the provisions of this Non-Disclosure Agreement; and (c) I agree not to, directly or indirectly, engage in, or assist others to engage in, any activity or conduct which violates the provisions of this Non-Disclosure Agreement.

3. This Non-Disclosure Agreement concerns Confidential Information which is acquired or produced by me, or to which I have access or are exposed, in connection with my assignment to ES/DXC or while on ES/DXC's or its customer's premises. The term "Confidential Information" shall include, without limitation and whether in written, oral, electronic or other form, all Work Product, all information designated by ES/DXC or its customers as confidential, all information or data concerning or related to ES/DXC's or its customer's products (including the discovery, invention, research, improvement, development, manufacture, or sale of such products), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any ES/DXC or customer information systems (including, without limitation, computers, networks and voice mail) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. The term "Work Product" means (in any form including source code) any and all ideas, processes, methods, programming aids, formulas, manufacturing techniques, mask works, reports, programs, manuals, tapes, card decks, listings, software, developed products, flowcharts and systems and any improvements, enhancements, or modifications to any of the foregoing, which are developed, prepared, conceived, made or suggested as part of, in connection with, or in relationship to my assignment to ES/DXC.

4. I agree that with regard to Confidential Information:

- (a) to use such information only in the performance of my duties for ES/DXC;
- (b) to hold such information in confidence and trust; and ES/DXC CONFIDENTIAL
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with ES/DXC

5. This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others in connection with my assignment to ES/DXC and that relate to the research and development or the business of ES/DXC, or that result from work performed by me for ES/DXC, or that are developed, in whole or in part, using ES/DXC's equipment, supplies, facilities or trade secrets information. Such Proprietary Developments are the sole property of ES/DXC, and I hereby assign and transfer all rights in such Proprietary Developments to ES/DXC. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

(a) to disclose them promptly to ES/DXC;

(b) to sign any assignment document to formally perfect and confirm my assignment of title to ES/DXC;

(c) to assign any right of recovery for past damages to ES/DXC; and

(d) to execute any other documents deemed necessary by ES/DXC to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in ES/DXC's name and at ES/DXC's expense.

I understand that ES/DXC may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by ES/DXC.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of ES/DXC was used and which was developed entirely on my own time, unless (a) the invention relates to the business of ES/DXC or to ES/DXC's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for ES/DXC.

6. The product of all work performed by me during and within the scope of my assignment to ES/DXC including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of ES/DXC. I understand that ES/DXC has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

7. I will not remove any ES/DXC property from ES/DXC premises without ES/DXC's permission. Upon the end of my assignment to ES/DXC, I will return all ES/DXC property to ES/DXC unless ES/DXC's written permission to keep it is obtained.

By:

Signature R.A. Panchiwala

Printed Name : RAHUL PANCHIWALA

Date : 02-03-2020

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