

APPENDIX K

UNDERTAKING BY PERSONNEL

TO: BANK OF MONTREAL ("BMO")
 BMO Strategic Resource Planning and Global Delivery
 8th Floor
 55 Bloor Street West
 Toronto, Ontario

Attention: BMO Strategic Resource Planning and Global Delivery Program Manager @416-927-4432, chris.chapman@bmo.com

I, insert full legal name of individual resource hereby sell, assign and transfer unto BMO, its successors and assigns, all of the rights, title and interest in and to the Work Product (as defined in the Master Global Services Agreement dated as of [REDACTED], 2011] by and between Bank of Montreal and HCL Technologies Canada, Inc. developed by me under the name of HCL Technologies Canada, Inc., or HCL Technologies Limited (individually or collectively called "HCL Technologies") while engaged by HCL Technologies including, without limitation, any intellectual property rights including copyright in the Work Product, and all rights to sue for past infringements of such rights.

I hereby waive all author's rights or moral rights that I may have in such Work Product.

I warrant that to my knowledge: (a) all items of the Work Product are original items, and (b) no portion of the Work Product, or its use or distribution, will violate any copyright, patent, trade mark, trade secret or any other proprietary right of any third party.

I agree to indemnify and hold harmless BMO and/or its Affiliates from any claim, suit or proceeding against it arising out of a breach of any contractual rights and obligations between myself and a third party.

I agree that I will only access BMO's network or systems to the extent that such access is required to deliver the Work Product or perform services for HCL Technologies for the benefit of BMO Financial Group (the "Services") and that I will comply with BMO procedures and rules related to remote access to BMO's network or systems of which I am advised.

I agree that I will not connect to or access any network, the Internet, or any other computer systems outside BMO while I am on BMO's premises and connected to any BMO system.

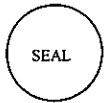
I agree that at no time will I disclose any confidential information concerning the Work Product, the present or future business affairs of, the products and services of, or products and services provided by third parties to, BMO, BMO subsidiaries or BMO affiliated companies, or any of their customers, or other information acquired through the development of the Work Product which is not otherwise in the public domain (collectively called "Confidential Information") to any person, firm or corporation, except with the prior written consent of BMO. I acknowledge that BMO's business is highly competitive and that violation on my part of this covenant would cause damage to BMO and its subsidiaries and affiliated companies.

I agree not to copy or reproduce the Confidential Information except as may be required for the development of the Work Product or the performance of the Services. All copies will contain the same proprietary and confidential notices and legends which appear on the original Confidential Information. I agree, upon request by BMO to return all Confidential Information to BMO or destroy such Confidential Information and copies as directed by BMO. In the event of a loss of any item containing Confidential Information of BMO, I agree to promptly notify BMO at the address above and HCL Technologies in writing.

I acknowledge that I will not receive any consideration or benefit from BMO as a result of agreeing to the promises contained in this undertaking and that this undertaking is given under seal to BMO for this reason.

SIGNED, SEALED AND DELIVERED:

[Individual Personnel]



(Signature)

(Name)

(Date)

SIGNED, SEALED AND DELIVERED IN
THE

PRESENCE OF:

[WITNESS for individual Personnel]

(Signature)

(Name)

(Date)