

Confidentiality and Intellectual Property Rights

To,

Infosys Limited,
Represented by Nanjappa Bottolanda Somanna,
VP - Head – Employee Relations (Company)

In consideration of

- a) my employment with the Company and
- b) the fact that I will have access to Company and customer information and technical data which is confidential in nature; I agree as follows:

1. Company Intellectual Property

A. During the course of my employment with the Company, it is likely that I will come into possession of or become familiar with confidential information relating to identity, personnel, customers, vendors, their present and future requirements, pricing, terms and conditions of contracts and transactions between the customers and vendors, patents, trademarks, copyrights, inventions, prototypes, models, drawings, discoveries, concepts, trade secrets, formulas and systems that relate to their business and that are not a matter of public record, specifications, process information and other technical information used in the business and business plans of the company. I hereby agree that no part of such confidential information will be disclosed by me to any person without the prior written approval of the Company. I agree to maintain strict confidentiality in respect of all such confidential information both during my employment and subsequent to my employment with the Company.

B. I further agree that all copyright, ownership and intellectual property rights in any work of any nature carried out by me during the course of my employment with the Company shall vest with and remain with the Company, Customer or the Vendor as the case may be. I agree that I will not be entitled to claim any right, title or interest therein, including moral rights. In the event it should be established that such work does not qualify as a Work Made for Hire, I agree to and do hereby assign to Company all of my right, title, and interest in such work product including, but not limited to, all copyrights, patents, trademarks, and other proprietary rights. I further acknowledge and agree that the Company may, in its sole discretion, assign to third parties all such intellectual property rights.

C. I further agree that I shall not disclose to any person all or any part of the intellectual property rights in any work of any nature carried out by me during the course of my employment, belonging to the Company, customers or vendors as may be the case. I agree to maintain strict confidentiality in respect of all such intellectual property rights both during my employment and subsequent to my employment with the Company.

D. Both during the term of this Agreement and thereafter, I agree to fully cooperate with Company in the creation, establishment, protection and enforcement of any intellectual property rights that may derive as a result of the services performed by me under the terms of this Agreement. This shall include executing, acknowledging, and delivering to the Company all documents or papers that may be requested by the Company to enable the Company or customers of the Company to create, establish, publish or protect said intellectual property rights.

E. If requested by the Company, I agree to promptly return to the Company all materials, writings, equipment, models, mechanisms, and the like obtained from or through the Company, including, but not limited to, all Confidential Information, all of which I recognize is the sole and exclusive property of the Company.

Employee Signature:

F. I declare that as of today, I am not a member of the Board of Directors, a partner or employee, nor do I hold any other office, in any other company or body corporate whether organized for profit or not. In the event that I am permitted to hold any office, whether for profit or otherwise in such organization, I shall immediately inform the Company and I undertake to maintain the confidentiality of all information pertaining to the Company, its intellectual property including methodologies, processes and know how, and its business activities and agree to be bound by any other obligations owed to the company in respect of third parties.

2. Customer Intellectual Property

A. During the course of my employment with the Company I may be deputed on specific project/projects of customers. I agree that during such deputation I will fully, punctually and to the satisfaction of the Company and such customers comply with the rules and requirements relating to non-disclosure, confidentiality, security checks and procedures or any other related matters as may be prescribed by such customers.

B. I agree to strictly and conscientiously abide by the rules, regulations and security policies related to network security both at the Company and at customer sites. I shall adhere to the specific security measures at customer sites unequivocally and to the satisfaction of the Company and the customer.

3. I represent and warrant to the Company that I am not a party to or otherwise bound by any agreement that may, in any way, restrict my right or ability to enter into this Agreement or otherwise be employed by the Company. Additionally, I agree that I will not reveal to the Company, or otherwise utilize in my employment with the Company, any proprietary trade secrets or confidential information of any previous employer.

4. Non-Compete Clause and Obligations upon Termination

A. During the course of my employment with the Company, I undertake not to enter upon or carry on, either directly or indirectly, any activity which is similar to or in competition with the business or activities carried on by the Company.

B. Notification of new Employer: In the event that I leave the employ of Infosys, I hereby grant consent to notification by Infosys to my new employer about my rights and obligations under this Agreement.

C. Non Solicitation of Employees: I agree that for a period of twelve (12) months immediately following the termination of my relationship with Infosys for any reason, whether with or without cause, I shall not either directly or indirectly solicit, induce, recruit or encourage any of Infosys' employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of Infosys, either for myself or for any other person or entity.

D. Client Notification: In the event that my employment with the company is terminated (whether by the Company or by me), or my engagement with a particular client is terminated or changed by the Company, I acknowledge and agree that the Company's management shall be solely responsible for notifying any client of the Company of the fact, timing, and details of such termination or change. In addition, in the event that I have decided to terminate my employment with the Company, I agree that I will first notify the Company of my resignation before discussing it with any client of the Company, and will desist from any such discussions until the Company has had a reasonable period of time in which to notify its clients of the termination of my employment.

Employee Signature:

5. This Agreement shall be governed by the laws of California if a suit is brought in the United States of America or India if a suit is brought in India. All disputes hereunder shall be resolved in the applicable state or federal courts of California if a suit is brought in the United States of America or India if a suit is brought in India. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.
6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.
7. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
8. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from the Agreement.
9. This Agreement and the rights and obligations thereunder are personal with respect to Employee and may not be assigned by any act of Employee or by operation of law. The Company shall, however, have the absolute, unfettered right to assign this Agreement to a successor in interest to the Company or to the purchaser of any of the assets of the Company.
10. I agree that the Company may initiate appropriate legal action against me for the breach of any of the terms of this Agreement, and to recover the costs of such legal action, including all damages and attorney's fees. The Company may also, at its discretion, terminate my employment with the Company.
11. This Agreement constitutes the entire Agreement, and supersedes all other previous Agreements. It can only be modified by an agreement in writing and signed by the parties hereto.

Place:

Employee Signature:

Date:

Employee Name:

Employee Number:

Accepted: Infosys Limited

By: Nanjappa Bottolanda Somanna

Title: VP - Head – Employee Relations