



TIAA Global Business Services (India) Private Limited

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CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT

This CONFIDENTIALITY, INTELLECTUAL PROPERTY ASSIGNMENT AND NON-SOLICITATION AGREEMENT (this “**Agreement**”) is made and entered into as of the date set forth on the signature page below by and between the undersigned individual (“**Employee**”) and TIAA Global Business Services India Private Ltd. (“**TIAA**”) (inclusive of Teachers Insurance and Annuity Association of America and/or any companion company or subsidiary of TIAA that employs Employee now existing or formed in the future (collectively with TIAA, “**Company**” or “**the Company**”). Employee and the Company are referred to collectively as “the parties” in this Agreement. This Agreement is effective as of the date that Employee signs this Agreement as set forth on the signature page below (the “**Effective Date**”).

In consideration of Employee’s job offer, employment and related benefits (such as but not limited to any designated payments, compensation, salary increases, promotions, training or professional development opportunities) and/or such other consideration as is offered by the Company in its sole discretion in connection with this Agreement, the receipt and sufficiency of which is acknowledged by Employee, and in mutual reliance upon the promises set forth herein, the parties agree as follows:

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to protect the Company’s legitimate business interests and assets. In reliance upon Employee’s promises in this Agreement, the Company will provide Employee with Confidential Information (defined below) and place Employee in a position of enhanced ability to use and influence the goodwill of the Company with its clients, employees and other business relationships. An important basis for this Agreement is to prevent Employee from using the unfair competitive advantage arising from Employee’s position of trust with the Company to cause irreparable damage to the Company’s trade secrets and important business relationships. Employee stipulates that the restrictions in this Agreement are reasonable in time, territory, impact and scope, for this purpose and do not place an unreasonable or unnecessary burden on Employee.

1. UNAUTHORIZED DISCLOSURE OR USE OF THE COMPANY’S CONFIDENTIAL INFORMATION IS PROHIBITED.

- (a) **CONFIDENTIAL INFORMATION.** “**Confidential Information**” as used in this Agreement refers to an item of information, or a compilation of information, in any form (tangible or intangible), related to the business of the Company that the Company has not made public or authorized public disclosure of, and that is not generally known, through proper means, to the public or others who would be able to use or get value from

the information. Confidential Information will not lose its protected status under this Agreement if it becomes known to other persons through improper means such as the unauthorized use or disclosure of the information by the Employee or another person. Confidential Information includes the Company's trade secrets, but an item of Confidential Information need not qualify as a trade secret to be protected by this Agreement unless required by law. Company's exchange of Confidential Information with a third party in confidence for business purposes will not remove it from protection under this Agreement. Confidential Information further includes, but is not limited to, the following types of information as maintained within the Company's internal, non-public records:

- (i) the identities of actual or prospective individual or institutional Company clients, investors and participants (including, but not limited to, names, addresses, telephone numbers, email addresses and/or social security numbers); any account, personal, business, financial and other confidential information pertaining to actual or prospective individual or institutional Company clients, investors and participants; any individual or institutional Company client, investor or participant lists, or any portion thereof; any information related to the assets and obligations carried in an account by an individual or institutional Company client, investor, or participant; any individual or institutional Company client, investor, or participant's positions, account valuation, and/or account performance history; and the Company's approach to and strategies for, geographically, territorially or otherwise, targeting, developing, maintaining, servicing and managing individual or institutional client or participant relationships;
- (ii) information about the Company's previous, current, and/or contemplated products and services, activities, regions, territories, know-how, investment techniques and strategies, computer passwords, computer software designs and hardware configurations, training materials, policies and procedures, and research projects;
- (iii) track records; market, financial, trade, and sales information and data; pricing; financial models or formulas; balance sheets; financial plans; strategic plans; business plans; growth plans; financial and business forecasts, budgets, and estimates; and any other information about profits, losses, surpluses, costs or expenses;
- (iv) management-level employee analysis and file materials such as records regarding job performance, talent management/acquisition strategy, compensation strategy, benefits strategy or disciplinary files maintained by management personnel; business, financial and other operational information pertaining to Company vendors, suppliers, contingent workers and independent contractors; employee personal medical information, account information, or other highly sensitive and proprietary information; and vendor, supplier, contingent worker and/or independent contractor lists;
- (v) the specific terms of the Company's agreements or arrangements, verbal or written, with any participant, client, investor, vendor, supplier, licensor, licensee, supplier or contractor with whom the Company may be associated, including, but not limited to, anything of value provided or received by the Company or the termination date or circumstances of any agreement or arrangement; and
- (vi) any and all technical, proprietary or other information that the Company has a legal or ethical obligation to treat as confidential, or that the Company treats as proprietary, confidential, or for internal use only; that the Company has designated as confidential or proprietary; or, that the Employee knows should be, or has been, treated by the Company as confidential, in each case, whether or not such information is or

was owned or developed by the Company and which shall include, but not be limited to, information relating to third parties that is provided to the Company during merger, acquisition, or divestiture activities, or documents, communications or other material that are or may be protected by the attorney-client privilege, the attorney work-product privilege or any other applicable legal privilege.

The foregoing items of information are proprietary assets of the Company and are by agreement presumed to be trade secrets of the Company. This presumption of trade secret status will control unless clear and convincing evidence is presented by the Employee to prove that the particular item at issue does not qualify as a trade secret.

(b) **LIMITED USE AND NONDISCLOSURE OBLIGATIONS.** The Employee will not engage in any unauthorized use or disclosure of Confidential Information. This restriction applies during employment and for so long thereafter as the information qualifies as Confidential Information. Unless authorized in writing by Company, the only authorized use or disclosure of Confidential Information shall be use or disclosure required in the ordinary course of the Employee's employment, consistent with the Employee's assigned duties and undertaken for the benefit of the Company. The foregoing shall not, however, be construed to prohibit an employee of Company (i) who is not in a management or supervisory role from using or sharing lawfully acquired information about terms and conditions of employment with Company (such as wages, benefits or working conditions) with others engaged in concerted activity protected by law (such as employees acting together to improve employment conditions or address job-related problems), or (ii) from providing testimony in response to or otherwise responding to any lawfully-issued subpoena, court order, or other compulsory legal process; provided, however, that if such testimony or response may require the disclosure of Confidential Information, prior to disclosing the Confidential Information, where allowed by law, the Employee shall provide Company as much notice (in writing to TIAA's Chief Compliance Officer) as is possible under the circumstances (presumably not less than seven business days), cooperate in any legal efforts of the Company to maintain the confidentiality of the information at issue (such as securing written assurances that confidentiality will be maintained) and disclose only that portion of the information that is legally required. Any request for documents or information addressed to the Company itself, or seeking the Company's position or response on any matter, must be referred to the responsible individual within the Company (if not the Employee) for an official response on behalf of the Company.

(c) **EMPLOYEE'S OBLIGATIONS REGARDING CERTAIN INFORMATION.** The Employee shall not use or disclose to the Company during the Employee's employment any confidential or proprietary information belonging to any other third party, including any former employers or former colleagues of the Employee, without authorization to do so from the third party.

2. NOTICE AND NON-INTERFERENCE OBLIGATIONS: The Employee stipulates that the confidentiality and non-disclosure obligations of this Agreement standing alone (as set forth in Section 1) are insufficient to provide Company with adequate protection of its trade secrets, goodwill and other protectable interests, and that it is reasonable and necessary for the protection of the Company's legitimate interests for the parties to further agree as follows:

(a) **DEFINITIONS.** As used in this Agreement:

(i) **"Business Relationship"** refers to the relationship between the Company and its vendors, suppliers, independent contractors, contingent workers, licensees and licensors;

- (ii) **“Client”** means any individual or institutional client that is doing business with the Company, and any prospective individual or institutional client that is the subject (in whole or part) of a written or verbal bid, strategy or proposal by the Company or of demonstrable preparations by the Company to pursue a bid, strategy or proposal;
- (iii) **“Material Contact”** means (I) engaging in communications with the Client about the Client’s actual or prospective business relationship with the Company; (II) supervising or coordinating the Client’s business dealings with the Company; or (III) obtaining or learning Confidential Information from or about the Client as a result of the Employee’s association with the Company;
- (iv) **“Referral Firm”** means a third party that enters into a written services agreement (e.g., TIAA-CREF Advisor Master Agreement or Registered Advisor Master Agreement) with the Company;
- (v) **“Solicit”** means to engage in any communication that knowingly assists, induces or encourages the other party to take a desired action regardless of which party first initiated contact or whether the communication was in response to a question or inquiry;
- (vi) **“Termination Date”** is the date the Employee’s employment relationship with Company ends regardless of which party ends the relationship or why; and,
- (vii) **“Damages”** refers to monetary compensation or other relief that Company may claim or assert entitlement to arising from breach of this Agreement by the Employee.

(b) **NOTICE OF TERMINATION OF EMPLOYMENT BY DESIGNATED EMPLOYEES.** If the Employee elects to resign from and terminate the Employee’s employment, the Employee must provide ninety (90) days of written notice (or electronic notice through the Company’s designated Human Resources system for communicating resignation from employment) of the Employee’s intention to resign and to end the Employee’s employment (the **“Notice Period”**). During any Notice Period, the Employee will follow the Company’s instructions regarding transition of duties and ongoing work responsibilities to whomever the Company directs. This includes an obligation by the Employee to use his or her best efforts to help the Company retain its clients and business relationships that the Employee has some material contact or involvement with. During the Notice Period, the Employee shall not become employed by or engaged to provide any services to any third party without the prior written consent of the Company. During the Notice Period, the Company shall maintain its right to relieve the Employee of the Employee’s job duties, to terminate the Employee’s access to Company networks and communications systems and to require the Employee to provide the Company such services, or no services, as the Company may specify. **During the Notice Period, and except in circumstances as provided below, the Employee shall continue to be eligible to receive base compensation and to participate in all Company benefit plans and policies for which the Employee is eligible in accordance with the terms of such benefits plans or policies in effect from time to time.** The Company, while not having any obligation to provide the Employee with any period of notice of termination of employment, reserves the right, however, to accept the Employee’s resignation and terminate the Employee’s employment before the expiration of the Notice Period with no obligation for continued base compensation or employee benefits (as described in the preceding sentence) beyond the Employee’s Termination Date by mutual agreement of the parties hereto or if Company concludes the Employee breached a term of this Agreement, violated a Company policy (including but not limited to the TIAA Code of Business Conduct) or unreasonably engaged in conduct that is inconsistent with TIAA’s business needs or values.

- (c) **RESTRICTION PROHIBITING INTERFERENCE WITH EMPLOYEES.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others (i) solicit, attempt to solicit, interfere with, or endeavor to cause any employee of the Company to terminate his or her relationship with the Company (except as may be required in the ordinary course of the Employee's employment with Company for Company's benefit) or (ii) induce or attempt to induce any employee to violate any legal obligations (contractual or otherwise) that he or she has to the Company.
- (d) **RESTRICTION PROHIBITING INTERFERENCE WITH CLIENT RELATIONSHIPS.** During the Employee's employment (including any Notice Period) and for a period of twelve (12) months following the Employee's Termination Date, the Employee shall not directly or indirectly, on the Employee's own behalf or on behalf of any third party (including any Referral Firm), solicit, divert, take away, or attempt to solicit, divert, or take away any Client, with whom the Employee had Material Contact in the eighteen (18) months prior to the Employee's separation from employment, for the purpose of having such Client terminate, cancel, withdraw, reduce, diminish or limit, in any manner, the Client's relationship with the Company. The Employee stipulates that relationships between the Company and its Clients involve substantial goodwill and repeat business that is a valuable Company asset, and it is therefore reasonable to provide that such may not be misappropriated in violation of this Agreement for the Employee's own use or benefit or for the use or benefit of any third party, including any Referral Firm.
- (e) **RESTRICTION PROHIBITING INTERFERENCE WITH OTHER BUSINESS RELATIONSHIPS.** During the Employee's employment and for a period of six (6) months following the Employee's Termination Date, the Employee shall not, in person or through the direction or control of others, solicit or attempt to solicit any party in a Business Relationship with the Company that the Employee had material dealings with or Confidential Information about during the last year of the Employee's employment with Company to terminate, cancel, withdraw, reduce, diminish, or limit, in any manner, its Business Relationship with the Company, except as may be required in the ordinary course of employment with Company and for Company's benefit.
- (f) **GEOGRAPHIC LIMITATIONS.** Paragraphs 2(c) – (e) shall be deemed to have a reasonable geographic limitation because they are limited by their nature to only those specific region(s) where the person or entity that the restriction limits solicitation of or interference with is located and available for solicitation or interference. If on the Termination Date the region or geography covered is not clear to the Employee, the Employee will submit a written request for clarification to the Employee's immediate manager as of the Termination Date, and failure to do so will waive the Employee's right to claim ambiguity or a lack of understanding at a later time.
- (g) **SPECIAL REMEDIES.** The Employee agrees that any violation of Section 2 of this Agreement will cause the Company to suffer damages that may be difficult to quantify at the time of the violation. Therefore, the parties agree that the special remedies below will address situations where a breach occurs prior to or in spite of injunctive relief or other remedies compelling specific performance, and that these formulas and values represent reasonable estimates of damage the Company will incur for such violations:
- (i) If the Employee breaches Paragraph 2(c) of this Agreement and this causes (directly or indirectly) an Employee to leave the Company, the Employee will pay the Company a sum equal to 75% of base salary paid to the departing employee (at such employee's last applicable rate of base pay with the Company) to cover the direct and indirect costs of training a replacement for the employee. This payment shall be

in addition to, and not lieu of recovery for any other actual or consequential damages suffered beyond direct and indirect training costs, or an order of specific performance, injunctive relief or other remedies designed to prevent further violations of this Agreement.

- (ii) If the Employee breaches Paragraph 2(d) of this Agreement and this causes (directly or indirectly) the Company to lose the business of the Client, the Employee agrees to pay to the Company, in addition to all other remedies available (including injunctive relief), as liquidated damages, and not as a penalty, for each Client for whom the Employee performs services following termination of employment with the Company the amount (as applicable) of: (a) the revenue received from each Client by the Employee or any entity with which the Employee associates during the twelve-month period following the Employee's termination from employment with the Company or the revenue received from each Client by the Company during the twelve-month period preceding the Employee's termination from employment with the Company, whichever amount is greater; and (b) the amount of any incentive compensation payment that the Employee received in the year preceding the termination of employment with the Company, plus, for employees whose position involves Client contact for business relationship purposes, the value (as computed by the Company) of the Company's investment in the Employee's retention, including without limitation the Company's incurred costs in recruiting, training and developing the Employee, which the Employee acknowledges is a minimum of the INR equivalent of \$25,000.
- (iii) If the Employee breaches a post-employment restriction in this Section 2, then the post-employment time period for the violated restriction shall be extended by one day for each day the Employee is in violation of the restriction but not to exceed a length of time equal to the period of post-employment restriction originally provided for, so that Company receives the length of compliance originally provided for in this Agreement.

3. THE COMPANY'S OWNERSHIP OF WORK PRODUCT

- (a) **WORK PRODUCT DEFINED.** "**Work Product**" means any information or material, regardless of form, that the Employee may directly or indirectly generate or produce (whether or not patentable, registrable, recordable or protectable by copyright and regardless of whether the Company pursues any such protection), including, but not limited to, software, source code, copyrights, trademarks, service marks, domain names, domain name registrations, documentation, memoranda, concepts, ideas, designs, inventions, processes, new developments or improvements, and algorithms, which do not infringe upon or violate and will not infringe upon or violate any other information, material, intellectual property or proprietary right of any third party. Work Product also includes, but is not limited to, present and future discoveries, strategies, analyses, research and any other intellectual property, whether or not patentable, registrable, recordable or protectable by copyright).
- (b) **WORK PRODUCT IS COMPANY PROPERTY.** All Work Product of the Employee that (i) is developed within the scope of the Employee's employment or with the assistance of Confidential Information, equipment, tools, facilities, personnel, or other resources or (ii) relates to a line of business that Company is engaged in or may reasonably be anticipated to engage in based on actual or demonstrably anticipated research or development shall be considered Company property and "works made for hire"; and, as a result, all copyrights, mask rights, moral rights, and rights of control, development, distribution, and reproduction of every kind shall be deemed solely and exclusively owned by the Company. The Employee hereby irrevocably, absolutely and perpetually assigns, transfers, and conveys to the Company, the Employee's entire right, title, and interest in and to all such Work Product, and in and to all patent, copyright, and

trademark applications and patents, copyrights, and trademarks for such Work Product. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 of India, any assignment in so far as it relates to copyrightable material shall not lapse, nor shall the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee shall keep accurate records of all Work Product and, within ten (10) days of any written request by the Company, disclose fully in writing to the Company all Work Product that the Employee has conceived or developed, in whole or in part, during the Employee's employment. The Employee shall execute all documents or instruments the Company may request or deem necessary and take all other lawful actions at the Company's expense that the Company may request to vest, protect, memorialize, maintain, or exploit the Company's right, title, and interest in and to any Work Product.

(c) **CERTAIN WORK PRODUCT NOT DEEMED COMPANY PROPERTY.** The Employee shall not be required to assign, transfer or convey to the Company any right, title or interest that the Employee may have in or to any Work Product that the Employee invents, discovers, makes, or conceives during the Employee's employment if, and only if, (i) no Company property, including Confidential Information, is or was used in the Work Product's creation; (ii) the Employee developed the Work Product entirely on the Employee's own time; (iii) the Work Product does not relate to the Company's business or any Company research or development; and (iv) the Work Product is not in any way a result of any work the Employee performed for the Company. It is the Employee's burden to demonstrate that Work Product is not deemed Company property.

(d) **COMPANY'S LICENSE TO USE INTELLECTUAL PROPERTY.** The Employee hereby grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any item of intellectual property (be it invention, work, idea, discovery, development, or other), whether or not conceived or created during employment, that is incorporated into a product or service of the Company by the Employee, alone or with others, and to which the Employee retains ownership rights that are not otherwise assigned, transferred or conveyed to the Company through this Agreement.

4. **EMPLOYEE MUST RETURN ALL COMPANY PROPERTY.** The Employee shall not remove any Company property, regardless of form and including, but not limited to, Confidential Information, from the Company's premises, except as authorized and required for the Employee to perform the Employee's job duties. The Employee shall also diligently search for and promptly surrender to the Company, upon request during the Employee's employment, and immediately upon the Employee's Termination Date, any Company property existing in tangible, written or electronic form in or under the Employee's possession or control, including, but not limited to, assets and property documents, Confidential Information, records, client or prospective client information, employee information, vendor or supplier information, contractor information, financial data or material of any kind, sales material, technical data, credit cards, badges or entry cards, keys, key fobs, laptop computers, handheld or mobile devices, software, disks, blackberry mobile device, cell phone, files, books, papers, information, memos, compact disks, data files, computer programs and any other equipment belonging to the Company. The Employee irrevocably permits the Company to inspect any equipment or materials provided by the Company to the Employee upon request by Company or on the Employee's Termination Date. Following the Termination Date, the Employee shall certify compliance with this Section upon request by the Company. The Employee will be liable to pay damages including cost of such goods, equipment etc. as may have been provided to the Employee by the Company in case the property is not returned to the Company in good condition.

5. **COMMUNICATING ABOUT THE COMPANY AFTER SEPARATION.** A former employee shall not, after separation from employment with the Company, directly, indirectly or anonymously, make or cause to be made about the Company: (a) any statements or comments, through the Internet, industry outlets or channels, social media,

television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees), stating or implying that the Company's services or business practices are or were inconsistent with industry standards, unlawful or otherwise improper; or (b) any statements or comments through the Internet, industry outlets or channels, social media, television, radio, print media, or before or to any other audience (including to current, former or prospective Company clients, participants or employees) that harass (as defined in the Company's Equal Employment Opportunity Policy), threaten, or make knowingly false statements against the Company's trustees, representatives, officers, directors, or employees.

- 6. EMPLOYEE MUST NOTIFY FUTURE EMPLOYERS OF THESE OBLIGATIONS.** The Employee shall disclose the Employee's obligations under this Agreement to any prospective or future employer or contractor before commencing employment with or providing services to any such employer or contractor. This obligation shall remain in force for three years following the Employee's separation from employment with the Company or for the Employee's next three places of employment (or contracting/consulting), whichever occurs sooner. The Employee shall provide any such employer or contractor with a copy of this Agreement, whether or not requested by such employer or contractor. The Company retains discretion to notify any such employer or contractor at any time of the existence of this Agreement, the Employee's obligations under same and any concerns as to possible noncompliance by the Employee. The Employee consents to such communication by the Company to any future employer or contractor of the Employee's at any time and agrees not to assert any claim or cause of action against the Company based on such a communication. [This provision does not relieve the Employee of any ongoing obligations set forth in this Agreement that require compliance beyond three years from the Employee's separation from employment.]
- 7. A COURT OF LAW MAY COMPEL EMPLOYEE TO HONOR THESE OBLIGATIONS.** The Employee's actual or threatened breach of this Agreement shall entitle the Company to temporary, emergency, preliminary, and permanent injunctive relief to compel the Employee's specific performance of the Employee's obligations under this Agreement, it being agreed that any breach or threatened breach of this Agreement by the Employee would cause immediate and irreparable injury to the Company that could not be adequately compensated by money damages. Notwithstanding any requirement to arbitrate the ultimate merits of any claim for the Employee's breach, including any requirement imposed by the Financial Industry Regulatory Authority's Code of Arbitration Procedure (if applicable), the Company shall be entitled to obtain temporary, emergency, or preliminary injunctive relief in court. If arbitration applies, such court shall have equitable authority to engage in partial enforcement or reformation of the Agreement as needed for temporary enforcement to avoid irreparable harm pending a final award or other relief awarded in arbitration. The Company shall be entitled to expedited discovery without the need for a court order authorizing such discovery, including depositions, in connection with any proceeding alleging breach or threatened breach of this Agreement, regardless of whether expedited discovery would otherwise be available under applicable law. Nothing herein prohibits Company from seeking other equitable or legal remedies for a breach or threatened breach, including the recovery of money damages. Company will be entitled to reasonable attorneys' fees, expenses, and costs incurred with respect to any action to enforce this Agreement, including costs associated with computer forensics and the retention of experts. The Company shall be deemed the prevailing party for purposes of recovering its attorneys' fees and costs described above if it recovers any element of injunctive relief or damages, even if the relief granted is less than what the Company sought or the Court needs to reform the Agreement to enforce it.
- 8. FORM OF PARTIES' SIGNATURES AUTHORIZED.** The parties acknowledge that the form of signature provided below is binding upon them as follows:

- (a) If electronic signature is requested by the Company, Employee affirms his/her voluntary intent to enter into and authenticate this Agreement by electronic means. Employee understands and agrees that his/her electronic signature has the same binding effect as Employee's actual written signature. Employee affirms that he/she is the sole signer of this Agreement by electronic means, and that no forgery, alteration or other concern exists as to the validity of Employee's execution of this Agreement in this manner. Employee understands that this Agreement may be requested or made available in non-electronic form without cost.
- (b) The Company name, designated officer, department and corporate logo/trademark printed in the Company Representative section below acts as the Company's signature, reflecting its intent to execute and authenticate this Agreement.

9. SURVIVAL. This Agreement will remain in effect despite any change in the Employee's position, duties, salary, or other terms of employment with Company (including any successor TIAA-affiliated employing entity). The post-employment obligations of the Employee shall survive the end of the Employee's employment regardless of whether the Employee or Company terminates the employment relationship or why. This Agreement shall not be construed to limit or replace any legal duties the Employee would otherwise have to the Company absent this Agreement. The existence of any claim or cause of action by the Employee against the Company based on alleged duties or obligations arising outside of this Agreement, in whole or in part, shall not be a defense to the enforcement of this Agreement by Company.

- (a) If a restriction on the Employee herein is ruled overbroad and unenforceable as written or pursuant to any governing occupational rules of professional conduct (as applicable), then the ruling Court or arbitrator (if applicable) shall enforce the restriction in such narrower manner as is necessary for lawful enforcement in the jurisdiction and if needed reform the Agreement to the extent necessary for such enforcement. If despite the foregoing a provision of this Agreement remains illegal or unenforceable as determined by a Court, then said provision shall be treated as if absent and never included in this Agreement and it shall not affect the validity or enforceability of any other provision of this Agreement.
- (b) The Employee may have previously entered into other agreements with the Company that impose restrictions and/or obligations on the Employee concerning topics covered in this Agreement. This Agreement supersedes and cancels all prior or contemporaneous written agreements specifically titled "Confidentiality and Non-Solicitation Agreement" or "TIAA Confidentiality and Non-Solicitation Agreement" that the Employee may have entered into with the Company, but no others; provided, however, that if this Agreement is found to be void or unenforceable by a Court, then any prior agreement between the parties concerning the same subject matter that was replaced by this Agreement will no longer be considered superseded and will spring back into effect and application as if never superseded. If any written agreement between the Employee and the Company that is not specifically superseded by the preceding sentence imposes restrictions and/or obligations on the Employee that conflict with terms in this Agreement, those restrictions and/or obligations that the Company deems more protective of its interests shall govern.

10. OTHER MISCELLANEOUS PROVISIONS. The terms of this Agreement and any disputes arising out of it shall be construed under and governed by the laws of India notwithstanding any conflict of law principles of any jurisdiction to the contrary. This Agreement shall inure to the benefit of Company, Company's parent, subsidiaries, affiliates, companion companies, successors and assigns, and will bind Employee, and Employee's heirs, executors, and administrators. Employee consents to the assignment of this Agreement by the Company at its discretion. Without the need for any such assignment, Employee's obligations to the Company under this Agreement shall extend to TIAA and any affiliate, companion entity or subsidiary of TIAA, now existing or formed

in the future, that employs Employee, that Employee provides services to, or from which Employee receives Confidential Information, any one or more of which may enforce this Agreement to protect its legitimate business interests and all of which shall be considered part of Company for such purpose. Employee's obligations under this Agreement are personal in nature and shall not be assigned by Employee to another party. This Agreement may not be modified or amended by the parties except in writing as authorized by the Company expressly stating an intent to do so; any modification or amendment of this Agreement to Employee's benefit (as determined by the Company) shall not require further electronic or written execution by Employee. No waiver by Company of a breach by Employee shall be deemed to be a waiver of any subsequent or separate breach. The paragraph headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.

11. EMPLOYEE'S AFFIRMATION OF THOROUGH REVIEW. EMPLOYEE AFFIRMS THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT, KNOWS AND UNDERSTANDS ITS TERMS, CONDITIONS AND EFFECTIVE DATE, AND HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS THAT EMPLOYEE MAY HAVE HAD PRIOR TO SIGNING THIS AGREEMENT.

* * *

ACCEPTED, ACKNOWLEDGED AND AGREED TO:



Employee Name: _____

Date: _____

Company Representative

Representative Name: _____

Date: _____

TIAA Global Business Services India Private Ltd.