



## Cisco Confidential Information Agreement: Individuals

(Vendors, Contractors, Independent Contractors, Consultants, and Partners)

*This agreement (the "Agreement") is entered into by and between Cisco Systems, Inc. ("Cisco") and \_\_\_\_\_ ("Individual") in consideration of Individual performing services at or for Cisco and being allowed physical access to Cisco facilities and/or electronic access to Cisco computer systems (collectively referred to hereinafter as "Access").*

1. **Confidential Information.** Individual understands that the Cisco possesses Confidential Information which is important to its business and that this Agreement creates an obligation on the part of Individual with respect to Confidential Information. Individual agrees as follows:

- a. **Definition.** For purposes of this Agreement, "Confidential Information" is information that was developed, created, or discovered by Cisco, or which became known by or was conveyed to Cisco that has commercial value in the Cisco's business.  
"Confidential Information" includes, but is not limited to, information about software programs and subroutines, source and object code, trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Cisco employees, Cisco customers and other information concerning the Cisco's actual or anticipated business, research or development, or which is received in confidence by or for Cisco from any other person. Individual expressly understands that "Confidential Information" includes any information about Cisco and/or any third party to which Individual is exposed to while exercising the Access rights provided herein, including, but not limited to, information obtained from the Cisco's web sites.
- b. **Non-Disclosure.** At all times, both during the term of this Agreement and after its termination, Individual will keep in confidence and trust, and will not use or disclose, any Confidential Information to anyone without the prior written consent of an authorized Cisco representative, except as may be necessary in the ordinary course of performing services for Cisco, and then only within the authority granted by Cisco and for the purpose stated herein. Individual will not remove any Cisco materials, including Confidential Information, from the business premises of Cisco, except as required in connection with performance of services for Cisco, and then only within the authority granted by Cisco and for the purpose stated herein. Cisco retains the right to refuse or to terminate the Access rights to Individual at any time, without prior notice.
- c. **Purpose.** Individual acknowledges that the reason being granted herein for Access is solely for the purpose of:

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2. **Non-Employee Status.** Individual agrees that this Agreement is not an employment contract and that Individual will not at any time be considered an employee of Cisco within the application of any federal, state or local laws or regulations, including but not limited to laws or regulations covering unemployment insurance, retirement benefits, workers' compensation, labor or taxes of any kind or for the purposes of Cisco-sponsored benefits coverage.

3. **Standard Behavior.** Individual shall be responsible for abiding by the guidelines described in the "Cisco Vendor and Independent Consultant Job Practice and Behavior Guide", attached herein at Exhibit A, when exercising the Access rights granted herein.
4. **General.** Individual agrees that any dispute in the meaning, effect, or validity of this Agreement shall be resolved in accordance with the laws of the State of California without regard to the conflict of law's provisions thereof. Individual further agrees that if one or more provisions of this Agreement are held to be unenforceable under applicable California law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any matter whatsoever. Individual's obligations under this Agreement shall survive the termination of Individual's services to Cisco.
5. **Injunctive Relief.** Individual agrees that Cisco would suffer irreparable injury if Individual violates the Confidentiality or security provisions herein. Cisco may seek and obtain injunctive relief against any breach or violation, or threatened breach or violation, of the foregoing without the posting of bond or security.

**Cisco Confidential Information Agreement: Individuals  
(Required For Vendors, Contractors, Independent Contractors, Consultants  
And Partners to Obtain Connection and/or Badge Access to Cisco)**

Page 2

6. **Waiver.** The waiver by either party of any term, condition or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement.
7. **No Licenses.** Cisco shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by Cisco is either granted or implied by the disclosure of Confidential Information or the granting of Access herein.
8. **Modification.** This Agreement can only be modified by a subsequent written agreement executed by the Individual and an authorized representative of Cisco.

*Individual:*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Witnessed By:*

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D

### PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT

I understand that my employer, HCLTechnologies, (hereinafter referred to as the "Company"), has been engaged by Cisco Systems, Inc. ("Cisco") to provide software and/or hardware development or maintenance services. As part of my employment with the Company, I may be deployed on one or more development or services projects for Cisco ["Cisco Project(s)"]. While working on Cisco Projects, I may have access to Cisco's Proprietary Information and I may develop Proprietary Information for Cisco. This Proprietary Information and Invention Assignment Agreement (hereinafter referred to as the "Agreement"), describes the terms of my use of such Proprietary Information.

1. As used in this Agreement, the "Company" refers to HCLTechnologies and any of its subsidiaries. I recognize and agree that my obligations under this Agreement and all terms of this Agreement apply to me regardless of whether I am employed by or work for HCLTechnologies or any other subsidiary or affiliated company of HCLTechnologies. Furthermore, I understand and agree that the terms of this Agreement will continue to apply to me even if I transfer at some time from one subsidiary or affiliate of the Company to another.
2. I also understand that the relationship between the Company (its affiliates and/or subsidiaries) and Cisco (its affiliates and/or subsidiaries) is not that of a joint venture or partner or agent or employee. I understand that the relationship between the Company and Cisco is that of principal to principal and that nothing in this Agreement will be deemed to permit me or the Company to conduct business or to incur or assume any expense, debt, obligation and liability on behalf of or in the name of Cisco. I therefore understand that Cisco will not be liable for all or any Indian statutory or other benefits to be provided by the Company, regardless of whether I am or am not deployed on a Cisco Project.
3. For purposes of this Agreement, "Proprietary Information" is information that was developed, created, generated or discovered by or on behalf of Cisco or by the Company on behalf of Cisco or other, or which became or will become known by, or was or is conveyed to Cisco and relates to Cisco's business. "Proprietary Information" includes, but is not limited to, software programs and subroutines, source and object code, algorithms, trade secrets, disclosures, devices, designs, technology, know-how, processes, systems, methods, data, ideas, techniques, inventions (whether patentable or not), improvements, works of authorship, formulae, business, prices or other financial data and research and product development plans, patterns, compilations, sequences, licenses, specifications, budgets, business opportunities, financial statements or information relating to skills and compensation of other employees and other information concerning Cisco's previous, actual or anticipated business, research or development, or which

is received in confidence by or for the Company or by or for Cisco from any other person.

4. I understand that the Company possesses and will possess Cisco's Proprietary Information, Inventions and Works and Cisco Documents and Materials (as defined later), that relate to Cisco's business. I understand that my employment with the Company and assignment on a Cisco Project creates a relationship of confidence and trust between me, the Company and Cisco with respect to Proprietary Information. I understand that any violation of the terms of this Agreement by me in relation to such Proprietary Information, Inventions and Works and Cisco Documents and Materials shall be considered a breach of trust on my part and Cisco and the Company either jointly or severally shall be entitled to proceed against me with any action whether under civil or criminal law (including criminal breach of trust) or otherwise.
5. I understand that the Company and Cisco possess or will possess "Cisco Documents and Materials" which are important to Cisco's business. For purposes of this Agreement, "Cisco Documents and Materials" are documents or other media or tangible items that contain or embody Proprietary Information, Inventions and Works or any other information concerning the business, operations or plans of Cisco, whether such documents, information, media or items have been prepared by me or by others. "Cisco Documents and Materials" include, but are not limited to, blueprints, drawings, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models.
6. In consideration of my employment by the Company and the remuneration received by me from the Company from time to time, I hereby agree as follows:
  - a. All Proprietary Information and all patents, patent rights, copyrights, trade secret rights, trademark rights, industrial design rights and other rights (including, without limitation, any applications filed in connection with the aforesaid intellectual property rights) anywhere in the world in connection therewith shall be the sole property of the Company or Cisco. I understand and agree that Proprietary Information to which I will have access is the confidential and Proprietary Information of Cisco. During the course of my employment with the Company and following the termination of my employment, I agree to hold the Proprietary Information in strict confidence and trust, not to disclose the Proprietary Information to any persons (except to Cisco's employees or the Company's employees or agents or contractors who have signed an agreement in a form similar to this Agreement), and not to use the Proprietary Information for any purpose except for providing services to Cisco.

The duty of nondisclosure under this Agreement shall not apply to the extent, but only to the extent, that any Proprietary Information:

- (i) Passes into the public domain through no fault of mine or the Company; or
  - (ii) Is disclosed to me or the Company by a third party that is under no obligation of nondisclosure to Cisco; or
  - (iii) Is already known to me or the Company; or
  - (iv) is required to be disclosed under the laws, regulations or governmental orders of the United States and/or India; provided that in case I am required to disclose such Cisco Proprietary Information, I agree to inform the Company immediately and the Company shall have given written notice to Cisco of any such disclosure requirements prior to disclosure of any Cisco Proprietary Information there under.
- b. I agree to make and maintain adequate and current written records, in a form specified by the Company, of all inventions, trade secrets and works of authorship assigned or to be assigned to Cisco pursuant to this Agreement. Such written records shall be considered Cisco Documents and Materials.
- c. I agree that all Cisco Documents and Materials shall be the sole property of Cisco. I agree that during my employment by the Company, I will not remove any Cisco Documents and Materials from the business premises of the Company or deliver any Cisco Documents and Materials to any person or entity outside the Company, except as I am required to do by the Company in connection with performing the duties of my employment. I further agree that, immediately upon the termination of my employment by me or by the Company for any reason, or during my employment if so requested by the Company, I will return all Cisco Documents and Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) my personal copies of records relating to my remuneration from the Company; (ii) my personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) my copy of this Agreement.
- d. I will promptly disclose in writing to my immediate supervisor, or to such other person designated by the Company, all inventions and works (as defined herein), made or discovered or conceived or reduced to practice or developed by me, either alone or jointly with others, during the time that I am engaged on a Cisco Project or is based on or resulted from my access to Cisco's Proprietary Information ("Inventions and

**Works**"). I will also disclose to the Managing Director of the Company or to such other person designated by the Company all Inventions and Works made, discovered, conceived, reduced to practice, or developed by me within six (6) months after the termination of my employment with the Company which resulted, in whole or in part, from my prior engagement on a Cisco Project. Such disclosures shall be received by the Company in confidence [to the extent such Inventions are not assigned to the Company pursuant to subsection (d) below] and do not extend to the assignments made in subsection (d) below. Without prejudice to the generality of what is stated above, Inventions and Works shall include, without limitation, all software programs or subroutines, source or object code, algorithms, improvements, inventions, works of authorship, trade-secrets, technology, designs, formulae, ideas, methodologies, processes, techniques, schematics, circuits, patterns, compilations, databases, devices, know-how, mask works, trademarks, service marks and general intangibles of like nature, and, whether or not patentable, copyrightable or qualified for mask work protection.

- e. I agree that except as specifically provided in any agreement between the Company and Cisco, all Inventions and Works and all patents, patent rights, trade secret rights, trademark rights, industrial design rights and other rights (including without limitation any applications filed in connection with the aforesaid intellectual property rights) anywhere in the world in connection therewith shall be the sole property of Cisco. I hereby assign to the Company or Cisco (to the extent permitted, under applicable laws to a person other than the employer and subject to the limitations set forth in this Section 6) in perpetuity and on a worldwide basis any and all rights, title and interest I may have or acquire in such Inventions and Works and any Proprietary Information and this assignment shall not lapse under any circumstances including non-exercise of such assignment by the Company or Cisco for any period of time. To the extent that I assign ownership of such Inventions and Works to the Company, the Company shall have the right in perpetuity and on a worldwide basis to assign such ownership to Cisco in accordance with the Agreement between the Company and Cisco.
- f. If, while working on a Cisco Project, I incorporate into a Cisco product, process or machine a prior invention or work owned by me or in which I have interest, Cisco is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license to make, have made, modify, use, market, sell and distribute such prior invention or work as part of or in connection with such product, process or machine including the right to assign, create derivative works, publicly perform and display by all means now known or later developed.

- g. I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company and Cisco to permit and assist them, at the Company's or Cisco's expense, in further evidencing and perfecting the assignments made to Cisco or the Company under this Agreement and in obtaining, registering, maintaining, defending and enforcing patents, patent rights, copyrights, trademark rights, trade secret rights or any other rights in connection with such "Inventions and Works" and improvements thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. I hereby irrevocably designate and appoint Cisco and the Company, jointly and severally, and its duly authorized officers and agents, as my agents and attorney-in-fact to act for and on my behalf and instead of me, to execute and file any documents, applications or related findings and to do all other, lawfully permitted acts to further the purposes set forth above in this subsection (f), including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations or other rights in connection with such Inventions and improvements thereto with the same legal force and effect as if executed by me. I also undertake to do all or any of the above or such other acts as may be necessary in order that the assignment in favor of the Company and/or Cisco does not lapse on account of the fact that the rights assigned were not exercised by the Company or Cisco, within a period of one year from the date of assignment or any other applicable statutory period.
- h. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby agree not to assert such Moral Rights and consent to any action of Cisco or the Company, either jointly or severally, that would violate such Moral Rights in the absence of such consent.
- i. I have attached hereto as Schedule A, a complete list of all prior inventions and works or improvements thereto to which I claim ownership and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. In case a disclosure of any such prior inventions and works would cause me to violate any prior legal obligations, I agree to disclose a cursory name for each such invention and work, a listing of the party to whom it belongs and the fact that full disclosure has not been made for that reason. If no such list is attached to this Agreement, I represent that I

have no such inventions and works and improvements thereto at the time of signing this Agreement.

- j. During the term of my engagement on a Cisco Project and for 12 months thereafter, or a further additional period as may be agreed to between the Company and Cisco from time to time, I shall not work for any Cisco Competitor or to otherwise perform work which is similar to the work done for Cisco or for any other work other than the work done for Cisco. I shall accept a list of Cisco Competitors as agreed to by the Company and Cisco.
  - k. Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns Cisco's business or anticipated research, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within twenty (20) days following such submission, the Company agrees to notify me in writing whether the Company believes such material contains any Proprietary Information or Inventions, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information and Inventions. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.
  - l. I agree to participate in an exit interview with Company at the termination of my employment with Company. Company has the right to disclose to Cisco information regarding the work performed by me on a Cisco project while at Company and disclosed by me during my exit interview with Company.
  - m. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company or Cisco, or induce the Company or Cisco to use, any confidential or proprietary information or material belonging to any previous employers or others. I have not entered into, and I agree I will not enter into, any agreement for employment, consultancy or otherwise either written or oral which is in conflict herewith or in conflict with my employment with the Company. I further agree to conform to the rules and regulations of the Company.
7. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

8. I will comply with all the security procedures enforced by Company to protect Proprietary Information as in effect from time-to-time.
9. I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.
10. To ensure that I am complying with my confidentiality obligations to the Company and to Cisco, I will use reasonable efforts to provide quarterly information regarding my new employer and new work to Company upon leaving the Company for a period of one (1) year of termination of my services with the Company.
11. I agree that any violation or threatened violation of this Agreement may cause irreparable harm to Company and/or Cisco, entitling Company and/or Cisco the right to seek injunctive relief in order to enforce this Agreement in addition to all legal remedies.
12. I agree that Cisco shall have the right to enforce this Agreement either directly as a party to this Agreement or as a third party beneficiary. Upon Cisco's request, the Company may assign to Cisco any rights in this Agreement necessary to enforce the required terms herein.
13. This Agreement sets forth the entire agreement and understanding between Cisco, the Company and me relating to the subject matter herein and merges all prior discussions between us, including but not limited to any and all statements made by any officer, employee or representative of Cisco or the Company regarding Cisco or Company's financial condition or future prospects. I understand and acknowledge that, except as set forth in this Agreement and in the offer letter from the Company to me (i) no other representation or inducement has been made to me, (ii) I have relied on my own judgment and investigation in accepting my employment with the Company, and (iii) I have not relied on any representation or inducement made by any officer, employee or representative of Cisco or the Company. I agree that no modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Managing Director of the Company, Cisco and me. I understand and agree that any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
14. This Agreement shall be effective as of the first day of my engagement on a Cisco Project and shall be binding upon me, my heirs, executor, assigns and administrators, and shall inure to the benefit of Cisco, the Company, their subsidiaries, successors and assigns.

15. I understand and agree that this Agreement shall be interpreted and enforced in accordance with the laws of India.

[THE REST OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

### **Schedule A**

1. The following is a complete list of all Inventions or improvements relevant to the subject matter of my employment by the Company that have been made or discovered or conceived or first reduced to practice by me or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement:

- No inventions or improvements.
  - See below: Any and all inventions regarding:
  - Additional sheets attached.
2. I propose to bring to my employment the following materials and documents of a former employer:
- No materials or documents
  - See below:

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Employee Signature

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Date

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Employee Name (Please Print)

Employee Signature

Date

CISCO SYSTEMS, INC.

DEVELOPER

By: \_\_\_\_\_  
Signature

by: \_\_\_\_\_  
Signature

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

### **Undertaking on Email and Internet usage**

I have read and understood my company's E-Mail policy. I fully understand the terms of this policy and agree to abide by them. I realize that the company's security software may scan and record for management use all mails I send or receive. I know that any violation of this policy could lead to dismissal or even criminal prosecution.

I have read and understood my company's Internet usage policy. I fully understand the terms of this policy and agree to abide by them. I realize that the company's security software may record for management use the Internet address of any site that I visit and keep a record of any network activity in which I transmit or receive any kind of file. I acknowledge that any message I send or receive will be recorded and stored in an archive file for management use. I know that any violation of this policy could lead to dismissal or even criminal prosecution.

Name \_\_\_\_\_

EC \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Location NPD, Chennai

## COMMUNICATION VEHICLES AND EQUIPMENT

Every Cisco employee is responsible for maintaining a work environment that promotes respect for all people. Standards are created not to restrict the freedom or productivity of any individual, but to protect the many privileges enjoyed by all Cisco employees. This policy serves to reinforce Cisco's philosophy regarding the appropriate use of communication vehicles and equipment. This includes but is not limited to the use of voicemail, e-mail, the Web, photocopiers, and fax machines. Cisco's communication conducting Cisco business and enhancing communications within the company. Employees are responsible for using common sense and good business judgment in choosing the content of messages, as these messages are subject to the same policies as any other workplace communications.

Examples of inappropriate use of company provided communication vehicles and equipment include, but are not limited to: Making derogatory or vulgar statements regarding sex, race, color, national origin, ancestry, citizenship, religion, age, physical or mental disability, medical condition, sexual orientation, veteran or marital status.

Accessing, forwarding, and/or photocopying sexually explicit materials.

Violating an employee's obligation regarding confidential and/or proprietary information. Usage that supports illegal activities (this includes all governmental laws and regulations of every jurisdiction that applies to our business). Committing any other serious violation of Cisco policy (solicitation, copyrights, trademarks etc.)

Any employee who inappropriately uses Cisco's communication vehicles and/or equipment will be subject to disciplinary action, up to and including termination.

Please read the policy carefully and confirm that you have read and understood the policy and will abide by the policy.

Name: -----

EC : -----

Signature: -----

Date of Induction: -----

**DECLARATION, AUTHORIZATION AND RELEASE FOR  
BACKGROUND INFORMATION APPLICATIONS FOR EMPLOYMENT**

I declare that, to the best of my knowledge any information that I have provided in connection with my application for employment is true, correct and complete and that any falsification or misrepresentation of information that I have provided (or any omission of relevant information) may result in the removal of my application from consideration or, if it is discovered once I'm employed the termination of my employment.

In order to research, verify and provide report to Cisco APAC-HCL Technologies Ltd ("Company") in relation to the information that I have provided in connection with my application for employment, the company will engage an outside agency HireRight.Inc (or its designee) ("Hire Right"). The information Hire Right may verify and research may include my personal background, professional, standing, work history and qualifications. The company and its representatives may also collect and verify background information about me.

I understand that the pre-employment screening searches, to the extent applicable law allow, will be conducted and information I provide will be researched and verified using any source deemed appropriate, including but not limited to the following current and past employers, criminal conviction records, motor vehicle or driving records, military records, school / educational records and professional and personal references.

I authorize, without reservation, any individual, corporation or other private or public entity to provide the company and Hire Right and their representatives all relevant information about me. I unconditionally release and hold harmless the company, Hire Right, any individual, corporation or private or public entity from any and all causes of action that I have or may have in relation to the collection or provision of information pursuant to this authorization. I also understand that all data will be maintained by Hire Right on a server in the US.

I agree to assist Hire Right and the company and their representatives in verifying and collecting this information and to provide any additional information requested in connection with my application for employment with the company.

By using the unique login and password at the URL provided to me and by electronically submitting this form. I intend and agree that it has the same effect as my written signature.

Unless I submit my revocation to the company this Declaration, Authorization and Release, in original, faxed or photocopied form shall be valid for this and any future reports and updates that may be requested.

Application Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

