|  |
| --- |
| IN CONSIDERATION OF my employment to perform services for LTIMindtree Ltd, LTIMindtree in short, its successors, or assigns (hereinafter “Employer”) and in consideration of the wages and salary to be paid to me and of the position which I occupy and which brings me into contact with activities of the Employer, and regardless of the duration of such employment, I agree to perform to the best of my ability all duties required of me from time to time by my employer and I agree to comply with conditions set forth herein. |
| |  |  | | --- | --- | | 1. | Property Rights: I agree that all concepts, designs, inventions, or improvements which I may conceive, make, invent, or suggest during my employment by the Employer relating generally to any matter of thing, including computer programs, systems, designs, manuals, documentation, products, processes, or methods which may be connected in any way with the Employer’s work or with work or tests carried on by the Employer, shall become the absolute property of the Employer. | | 2. | Assignment: I hereby assign and agree to assign, at any time at the request of the Employer, to the Employer, its successors, assigns or nominees, all my rights, title and interest in or to such concepts, designs, inventions, improvements, and developments, patentable or unpatentable, which during the period of my employment with the Employer or with its predecessor or successor in business or with any Company associated with Employer, I have made or conceived, or which, while still in the employment of my Employer, I hereafter may make or conceive, either solely or jointly with others: (a) with the use of the Employer’s time, material, or facilities; and/or (b) resulting from or suggested by my work for the Employer or contact with other employees of Employer; and/or (c) in any way pertaining to any subject matter which shall be within the existing or contemplated business of the Employer. All such concepts, designs, inventions, improvements, and developments shall automatically be deemed to be the property of the Employer as soon as made or conceived. My obligation to assign the rights to such property shall survive the discontinuance or termination of my employment with Employer for any reason. | | 3. | Disclosure: I agree to disclose promptly to my immediate supervisor all such concepts, designs, inventions, improvements, and developments. | | 4. | Execution of Documents: At any time upon the request of the Employer, either during my employment or after termination thereof, and without charge to the Employer, but at its expense, I agree to execute, acknowledge, and deliver all papers and documents, including but not limited to applications for patents, copyrights, or trademarks; and I agree to perform such other lawful acts as, in the opinion of Employer, may be necessary, required or of assistance in obtaining or maintaining patents, copyrights, or trademarks, for such property in any and all countries and in vesting title thereto in the Employer, its successors, assigns or nominees. | | 5. | Actions Required on Termination: Upon termination of my employment with Employer, I agree to return to Employer all property of the Employer of which I have had custody and to deliver to my supervisor all notebooks, documentation, files, and notes, and other data relating to research or experiments conducted by me or relating to any concepts, designs, inventions, or improvements pertaining to computer programs, systems designs, manuals, documentations, products, processes, or methods of the Employer or otherwise covered by this Agreement. | | 6. | Compliance Not Contingent Upon Additional Consideration: I have not been promised, and I shall not claim, any additional or special payment or compensation for such assignments and for compliance with the other covenants and agreements herein contained. | | 7. | Prior Inventions: If, prior to the date of execution of this Agreement, I have made or conceived any unpatented inventions, improvements, concepts, designs, or developments, whether patentable or unpatentable, which I desire to have excluded from this Agreement, I have attached to this Agreement a complete list and brief description thereof. | | 8. | Covenant Against Disclosure: In addition to all other obligations with respect to the observance of the local government security regulations, I understand that it may be desirable or necessary for the Employer or any of its suppliers, licensors, or customers to disclose to me information relating to the technology, systems, methods of operations, products, and business data of the Employer or its suppliers, licensors, or customers and, I therefore agree as follows: | |  | |  |  | | --- | --- | | (a) | To accept and retain such data and information in complete confidence and, at all times during or after the termination of my employment, not to disclose or reveal such data or information to others and refrain from using such data for purposes other than those purposes authorised in writing by the Employer. | | (b) | Not to directly or indirectly publish, communicate, divulge, or describe to any unauthorized person nor use, claim, patent, or copyright any such data or information during the term of my employment or at any time subsequent thereto without the prior written consent of the Employer. | | (c) | To turn over to the Employer all written or descriptive matter containing any confidential or proprietary information or data upon termination of my employment, or sooner, at the request of the Employer. | | (d) | To keep the contractual relationship of the Employer with its suppliers, licensors, and customers confidential. I further agree not to disclose any supplier, licensor, or customer relationships | | | 9. | Agreement Not to Compete: Since I am employed in a position in which I may have intimate and complete knowledge of the operations, products, services, systems, methods and trade secrets of Employer, many of which are unique, patented, and specially developed by Employer and allow Employer to effectively compete in its business, I hereby agree that during my term of employment with Employer I will not directly or indirectly, either as principal, agent, employee, representative, consultant,or in any other capacity, contact, communicate with, or have any other business dealings with any client of Employer, as defined in this section, with whom I have had any contact, communications, or business dealings with during my terms of employment with Employer, except as specifically authorised by the Employer. | |  | I also agree that for a period of two years after my termination of employment with LTIMindtree Infotech, I will not contact, communicate, or have any business dealings with, either directly or indirectly, any client of Employer. “Client” includes those who are clients of the Company on the date of termination of this contract as well as those who were clients of the Company at any time two years prior to the termination of this contract. For avoidance of doubts, I understand that my obligation of "not compete" as mentioned in this agreement will apply to all Clients of the Employer or customers of Clients on whose projects I am deputed or assigned whilst being in the employment of Employer.  “Client”, for the purpose of this section, is limited to an individual, trust, partnership, corporation, or other nongovernmental association, or any specific contracting office of any governmental agency or department. It shall not include any other offices or contracting officer within an agency or department where that other office or contracting officer has no contact, communications, or business dealings with Employer.  I further agree that during my term of employment with Employer, I shall devote my skills and best efforts to the service of Employer and not perform any other activities for any competitor of Employer. | | 10. | Agreement not to solicit employees: I acknowledge and stipulate that LTIMindtree Infotech is engaged in a highly competitive business and its success depends upon the quality and availability of its personnel. I also acknowledge that my position in the company provides me with access to employees and information about them. | |  | In view of this, I agree not to solicit employees of LTIMindtree Infotech either for myself or for any other person, firm, partnership, trust or corporation either directly or indirectly while I am in the services of the company and for a period of two years after my employment contract with the company is terminated for whatsoever reason. For this purpose, “employees” shall include those who have been employees of LTIMindtree Infotech for a period of two years prior to the date of termination of this contract of employment. | | 11. | Reasonable Scope: I acknowledge and stipulate that LTIMindtree Infotech is engaged in a highly competitive business and that its success depends upon the quality of its personnel and the confidentiality concerning its products, services, systems, and methods. I also acknowledge and stipulate that the restrictions placed on me are reasonable in terms of duration and scope of activities. I stipulate that said restrictions are no broader than is reasonably necessary to protect Employer and do not unreasonably interfere with my right to earn a living. I further agree that any breach of this paragraph will cause LTIMindtree Infotech and/or its Clients irreparable harm and LTIMindtree Infotech will be without an adequate remedy at law. Accordingly, LTIMindtree Infotech shall be entitled to an injunction against any breach of the provisions of this paragraph. | |  | In the event that any provision of this paragraph is deemed to be overly broad and unenforceable, the parties hereto stipulate and agree that any court of competent jurisdiction shall have the right to so limit, amend, or construe said provision so that the same shall be enforceable and hereby request the court to so act. | | 12. | Severability: Each paragraph and provision of this Agreement is severable from the contract and if one provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. | | 13. | Entire Agreement: This Agreement shall inure to the benefit of and be binding upon my heirs, executors, administrators, and assigns and the successors and assigns of the Employer. | |

**Commercial Software Protection Agreement**

|  |
| --- |
| I agree that, in consideration for using LTIMindtree computer hardware and all software, including commercial software as part of my employment, I recognize and will abide by the following conditions: |
| |  |  | | --- | --- | | 1. | LTIMindtree licenses the use of its commercial software from a variety of outside companies. LTIMindtree Infotech does not own this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it. | | 2. | With regard to use on local area networks or on multiple machines, LTIMindtree employees and consultants shall use the software only in accordance with the license agreement. Information on the license agreement for each piece of software can be obtained from LTIMindtree Manager of Information Systems Division. | | 3. | LTIMindtree employees and consultants learning of any misuse of software or related documentation within the company shall notify their supervisor or the Manager of the Information Systems Division. | | 4. | LTIMindtree employees and consultants who make, acquire, or knowingly use unauthorized copies of computer software will be disciplined as appropriate under the circumstances. | | 5. | According to the Copyright Law, illegal reproduction of software can be subject to civil damage, and criminal penalties including fines and imprisonment. | | 6. | LTIMindtree does not offer protection to any employee from prosecution by the owner, developer, maker, or distributor of the original commercial software. | |

**Witness details**

|  |  |
| --- | --- |
| Note: Witness can be your parents, any relative or friend | |
| Witness Name: |  |
| Witness Signature: |  |

\*I hereby confirm that I have read the document carefully and agree to abide by all terms and conditions mentioned in the document  
  
Signature : 