

## Deed relating to Intellectual Property Rights And Confidentiality

**Date:** .....

**I (Name)** .....

**Of (Permanent Address)** .....

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I undertake to Barclays Technology Centre India Private Limited ("BTCL" which expression shall include its successors and assigns) that:

### Intellectual Property

1. The definitions and rules of interpretation in this clause apply in this deed.

**Barclays Group** means Barclays Bank PLC and any entity in which Barclays hold at least 50 % of the equity or voting rights or over which Barclays Bank otherwise has a controlling influence.

**Employment Inventions** means any Invention (as defined below) which is made wholly or partially by me at any time during the course of my employment with BTCL (whether or not during working hours or using BTCL premises or resources, and whether or not recorded in material form).

**Employment IPRs** means Intellectual Property Rights created by me in the course of my employment with BTCL (whether or not during working hours or using BTCL premises or resources and whether or not recorded in material form).

**Intellectual Property Rights** means patents, rights to Inventions, Copyright and related rights, trade marks, Trade dress, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Invention** means any invention idea method process discovery development improvement or innovation whether or not patentable or capable of registration and whether or not recorded in any medium.

2. I acknowledge that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to **BTCL** to the fullest extent permitted by law. To the extent that they do not vest in **BTCL** automatically, I hold them on trust for BTCL and I undertake that I shall on BTCL's request assign the entire right title and interest in and to all Employment Inventions and Employment IPRs.
3. To the furthest extent legally possible I hereby irrevocably waive in perpetuity any and all statutory rights, moral right, special rights and all similar rights in any jurisdictions. In all Employment Inventions and Employment IPRs to which I am now or may in the future be entitled to, under any legislation now existing or in the future enacted in any part of the world.
4. I acknowledge that the remuneration paid or payable to me for my employment with BTCL is equitable and the full and final remuneration to which I am now or may in the future be entitled to for all assignments by me under clause 2. above and the waiver in clause 3 above.
5. I agree that notwithstanding the provisions the Copyright Act, 1957 all assignments granted under this Agreement shall not lapse or revert to the assignor even if the assignee does not exercise the rights under the assignment within a period of one year from the date of the assignment.
6. I acknowledge that, Because of the nature of my duties and the particular responsibilities arising from the nature of my duties, I have, And shall have at all times while I am employed by BTCL, A special obligation to further the interests of BTCL.
7. I agree :
  - I. To give BTCL full written details of all Employment Inventions and Employment IPRs promptly on their creation;
  - II. At BTCL's request and in any event on the termination of my employment to give to BTCL all originals and copies of correspondence.
  - III. Documents, Papers and records on all media which record or relate to any of the Employment Inventions or Employment IPRs ;
  - IV. To keep confidential each Employment Invention unless BTCL has consented in writing to its disclosure by me.

8. I agree not to support maintain nor permit any claim for infringement of moral rights in any Intellectual Property forming part of the Employment IPRs.
9. I acknowledge that except as provided by law no further remuneration or compensation is or may become due to in respect of my compliance with this deed. This clause is without prejudice to applicable mandatory Employees rights.
10. Provided that BTCL reimburses my reasonable expenses of complying with this clause 10. I undertake to use my best endeavours to execute all documents and do all acts both during and after my employment by BTCL as may, in the opinion of BTCL, be necessary or desirable to vest the Employment Inventions and the Employment IPRs in BTCL, to register them in the name of BTCL and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at BTCL's request, include waivers of all and any statutory rights, moral rights, special rights and all similar rights in any jurisdictions in all the Intellectual Property which form part of the Employment IPRs.
11. I agree to all necessary assistance to BTCL to enable it to enforce its Intellectual Property Rights, including enforcement of the Employment Inventions and the Employment IPRs, against third parties to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world and for the full term of those rights and renewals thereof.
12. I hereby irrevocably appoint BTCL to be my attorney to execute and do any such instrument or thing and generally to use my name for the purpose of giving BTCL or its nominee the benefit of this deed. I acknowledge in favour of a third party that a certificate in writing signed by any director or the secretary of BTCL that any instrument or act falls within the authority conferred by this deed shall be conclusive evidence that such is the case.

### Confidentiality

13. I will during the course of my employment with BTCL and at any time after its termination keep confidential and not use, disseminate, disclose and not make available for any reason whatsoever to any third party except with the express prior written consent of BTCL or for the proper performance of my duties. Any Confidential Information.
14. Upon termination of my employment with BTCL I will deliver to BTCL (or to the extent that delivery is not possible irretrievably delete) all documents books discs tapes or other records (in whatever medium or from) which I may have in my possession custody or control whether directly or indirectly or indirectly which.
  - I. Contain Confidential Information and/or
  - II. Relates to or contains information regarding the Intellectual Property Rights of Barclays Group and/or
  - III. Are the property of BTCL its customers, Staff or agents

and any copies thereof.
15. for the purposes of this deed "Confidential Information" shall mean any information (in whatever form whether in writing conveyed orally or by machine-readable medium or otherwise) whether marked 'Confidential' or not and relating to
  - I. the business of BTCL and/or
  - II. the business of any other member of the Barclays Group and/or
  - III. any suppliers customers, Staff or assets of any member of the Barclays Group

which is disclosed to me or to which I may have access during the course of my employment with BTCL including without limitation:

- Corporate and marketing strategies and opportunities. Business development plans sales reports and research results:
- Trade secrets business methods and processes technical information and know-how relating to the Barclays Group's business and which is not available to the public generally. Including inventions methods operations plans designs programmes techniques database systems formulae and ideas:
- Business contacts list or details of customers and suppliers and details of contacts with them their business or affairs:
- Information on employees and the terms and conditions of their employment details of employee benefits incentive schemes/plans salary scales trade union/employee disputes current or anticipated:
- Information or details of any actual potential or threatened litigation legal action claim dispute or arbitration against or with any member of the Barclays Group or any director office or employee of the Barclays Group in such capacity and any information in respect of provisions for any such action:
- Information relating to financial affairs of the Barclays Group including budgets management accounts trading statements and other financial reports:
- Unpublished price sensitive information relating to shares or securities listed or dealt in on any recognised stock exchange: and

- any other information which any member of the Barclays Group or any its employees or consultants has identified (orally in writing or by its (or their) actions) as being secret or confidential in nature:

But shall not include information which is publicly available (other than as result of disclosure by me contrary to the undertakings in this deed).

16. I shall during the course of my employment with BTCL at all times comply with any relevant BTCL policies on the security of information and shall use my best endeavours to prevent any unauthorised use dissemination publication or disclosure of any Confidential Information.

#### **Continuity**

17. I understand that [the terms of] this deed shall {be deemed to have commenced on the date on which I commenced employment with BTCL and shall} survive the termination of my employment with BTCL.

**Signature**

Executed and Delivered as a deed by:

**(Name & Signature):** .....

**In the presence of:** .....

**Witness Name :** .....

**Witness Signature:** .....

**Witness Address:** .....

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