

## **ATTACHMENT B**

### **NON-DISCLOSURE, ENCRYPTION AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT [TO BE SIGNED BY EMPLOYEES OR OTHERS HIRED TO PERFORM WORK FOR NORTHERN]**

This Non-Disclosure, Encryption and Intellectual Property Assignment Agreement (this "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

#### **1. Non-Disclosure.**

(a) For purposes of this Agreement, the term "Private Information" shall mean all information which is considered confidential or proprietary to The Northern Trust Company ("Northern") or to third party computer software suppliers who have granted Northern the right to use one or more of their computer software systems, in whole or in part. "Private Information" shall be deemed to include, but not be limited to, all information or material relating to the business affairs or procedures of Northern, to its products, policyholders, agents and employees and to all components of the computer software systems which it uses in the conduct of its business whether or not those systems are owned by Northern or by others who have authorized their use by Northern.

(b) You acknowledge that while performing services for Northern, you will have access to Private Information that is valuable property of Northern. With respect to protection of the confidentiality of Private Information, you hereby agree as follows:

(i) You will not at any time disclose, publish or disseminate any Private Information, in whole or in part, to any other firm or organization or to any other person who is not expressly authorized by Northern to use the Private Information in Northern's business, nor will you use Private Information for any purpose other than in the performance of your duties for Northern.

(ii) You will not copy or reprint Private Information, in whole or in Part, except as may be required in performance of your duties for Northern.

(iii) You will protect all Private Information which is in your possession and you will not remove any Private Information from the facility in which you perform your duties for Northern without prior written permission.

(c) You hereby acknowledge that you understand that, if you violate the above non-disclosure provisions, Northern and/or any third party whose Private Information or proprietary rights have been violated as a result, may seek injunctive relief or any other appropriate legal remedies against you.

2. Encryption. You agree to encrypt any data on portable media (for example, laptop computers, CD-ROMs, thumb drives) that includes Northern data if the media is used by or sent out of your office.

You will promptly notify Northern of any security breach or acquisition of Northern's data by an unauthorized person.

3. Assignment of Intellectual Property.

(a) For purposes of this Agreement, "Intellectual Property" shall mean: all patents or patentable materials or subject matter, copyrights and works of authorship, trademarks, trade names, trade styles and trade dress, service marks; all registrations, applications, extensions, renewals, reissues, divisions, continuations and continuations in part of any of the foregoing; all rights to sue for past, present and future infringement of, and collect damages related to any of the foregoing; inventions, trade secrets, formulae, techniques, processes, compounds, data, technical information, source code specifications, concepts, ideas, know-how, reports, books and records, manuals, and operating standards; goodwill (including without limitation any goodwill associated with any trademark or the license of any trademark); and any other proprietary information, technology or other rights, in whatever form maintained whether arising under the laws of India, the United States or any other state, country or jurisdiction.

(b) For purpose of this Agreement, "Work Product" shall mean all Intellectual Property that is conceived of, developed, created, or reduced to practice, whether tangible or intangible, by you in your performance of services for Northern.

(c) You acknowledge and agree that Northern shall be the sole owner of all Work Product from date of creation thereof and all Intellectual Property rights or any other right, title and interest in relation thereto shall be automatically and irrevocably transferred to Northern in perpetuity. In case such automatic transfer fails or is not recognized under any law, you hereby irrevocably, absolutely and perpetually assign to Northern any and all worldwide rights to and in respect of all of any and all right, title, and interest to such Work Product held by you as of the date of creation thereof, in each case free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term.

(d) You agree that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Work Product shall be immediately returned to Northern upon the completion or termination of your services to Northern for any reason.

(e) You shall assist Northern in vesting, securing and maintaining Northern's rights hereunder and sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes. Should Northern be unable to secure your signature on any document necessary

to apply for registration of, prosecute, obtain, protect or enforce any Intellectual Property, due to any cause, you hereby irrevocably designate and appoint Northern and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of Intellectual Property, with the same force and effect as if executed and delivered by the Consultant.

4. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Illinois and the country of United States without regard to principles of conflicts of laws.

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

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

Company: \_\_\_\_\_

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