



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made and executed at Bangalore on this the

_____ day of _____, 2020

BY AND BETWEEN

Goodrich Aerospace Services Private Limited, a unit of UTC AEROSPACE SYSTEMS, a company incorporated under the Companies Act, 1956 having its registered office at Sy# 14/1 & 15/1, Maruthi Industrial Estate, Phase 2, Hoody Village, Whitefield Road, K.R. Puram, Hobli, Bangalore 560048, (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns) of the FIRST PART:

AND

_____, aged about _____ years,
Son/Daughter/Wife of _____, presently residing at

(Hereinafter referred to as the "Employee" which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her legal representatives, heirs, executors and administrators) of the OTHER PART.

The Company and the Employee are hereinafter individually referred to as the "Party" and collectively as the "Parties", as the context may require.

WHEREAS

- A. The Employee is currently employed with the Company in the capacity of _____vide his/her
Employment/Appointment Letter dated _____("Employment Letter");

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- B. The Employee may / will during the term of his/ her employment with the Company, have access to and be furnished with certain information relating to the Company / its business and the Employee may / will develop information for and on behalf of the Company either solely or jointly with other employees or consultants of the Company ("Confidential Information" more fully defined herein below);
- C. Any disclosure / use by the Employee of the Confidential Information, except as permitted by the Company and in due discharge of the duties of the Employee, would cause irreparable damage to the Company;
- D. The Company has enlightened the Employee on the importance of the non-disclosure / misuse of Confidential Information accessed or developed by / furnished to the Employee; and
- E. In consideration for his/her employment or continued employment with the the Employee acknowledges and accepts the obligations of the Employee set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

For purposes of this Agreement the following terms shall have the meaning attributed to them below:

- 1.1 "Confidential Information" shall mean and include all information which is considered confidential, whether such information is specifically labeled as "Confidential" or "Proprietary" or not, whether owned by the Company or any third party, which information is accessible or provided to the Employee or developed by the Employee solely or jointly with other employees of the Company during the course of his/ her employment with the Company, whether protected under law or not. The Confidential Information includes but is not limited financial, technical and artistic information of the Company relating to its establishment, business, projects, operation, marketing and promotion of services and products, products, programming techniques, designs, discoveries, inventions, computer programs, software, source code, prototypes, samples, technology, methods, procedures, experimental work, customers, clients and vendors, sales, costs, operating income, organization, price calculation models, manuals, training materials, help text, sample documents, tutorials, graphics, and general trade secrets of the Company as well as any other information belonging to the Company which is accessible to or is furnished to or is developed by the Employee during the course of his/ her employment with the Company. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. Information communicated orally shall be considered Confidential Information. All information intimated to be confidential at the time of disclosure shall also be deemed to be Confidential Information.

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Provided that Confidential Information shall not include any information that:

- (a) Was in the public domain prior to the time of disclosure to the Employee; or
- (b) Becomes publicly known through no action or inaction of the Employee; or
- (c) Is obtained by the Employee from a third party without a breach of such third party's obligations of confidentiality.

1.2 "Authorized Use" shall mean the purposes for which the Employee is employed by the Company and only for rendering services to the Company, and for which the Employee has access to or is furnished with or develops or is required to develop the Confidential Information.

1.3 "Intellectual Property" shall include without limitation, inventions, patents including patent applications and patents arising from such applications, trade marks, copyrights, designs, know how, trade secrets or technical or commercial information generally and any other such rights or interests in intellectual property, developed by the Company generally or by the Employee specifically, whether or not protected under any law in force.

2. OBLIGATION OF CONFIDENTIALITY

2.1 Former Employer's confidential information: The Employee agrees that he/ she will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former employer of the Employee or other person or entity with which the Employee has an agreement or duty to keep in confidence information acquired by him/ her, if any. The Employee also agrees that he/ she will not bring onto the Company's premises any proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.2 Confidential Information of the Company:

The Employee hereby acknowledges and agrees that:

2.2.1 The Confidential Information accessible to or provided to the Employee or developed by the Employee during his/ her course of employment with the Company, is and shall remain confidential information of significant commercial value to the Company;

2.2.2 The Employee has been given access to the Confidential Information solely for purposes of Authorized Use and that he/ she will not use the information outside of the scope of Authorized Use;

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- 2.2.3 Any dissemination by the Employee of any part of the Confidential Information for any purpose other than Authorized Use will cause grave and irreparable harm and injury to the Company and its rights;
- 2.2.4 Any developments made by the Employee during the course of employment with the Company, either solely or jointly with other employees of the Company, shall remain commercially valuable and sensitive information, owned by and belonging solely to the Company and shall be regarded as Confidential Information by him/ her;
- 2.2.5 The Employee does not and shall not have any claims, rights, title or interest of any nature whatsoever in or in respect of the Confidential Information.
- 2.3 The Employee hereby undertakes that:
 - 2.3.1 The Employee shall not, without the express written consent of the Company, for any reason or at any time either during and/ or subsequent to the term of this Agreement do or refrain from doing anything whereby any Confidential Information or any part thereof is disclosed to any person in any manner whatsoever. Provided that the Confidential Information may be disclosed by the Employee:
 - (a) to other employee(s) of the Company in the course of his/ her employment with the Company, if so required;
 - (b) to persons authorized by the Company, in writing to receive such information; or
 - (c) where required, pursuant to a valid and subsisting order of a court or other judicial, quasi judicial or government body, to disclose any Confidential Information. In such event the Employee shall, forthwith, upon receiving such order, inform the Company of the same, so as to allow the Company reasonable opportunity to take appropriate steps to limit such disclosure. In any event the Employee, in making such disclosure shall only disclose such information as may be absolutely necessary and only to the extent expressly required by the court or other judicial, quasi judicial or government body.
 - 2.3.2 The Employee will use the Confidential Information only for the purposes of the Authorized Use and that he/ she will not, directly or indirectly, make use of Confidential Information other than in the course of rendering services to the Company;
 - 2.3.3 The Employee will not duplicate or reproduce the Confidential Information in any manner whatsoever, except as is required for the Authorized Use;

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- 2.3.4 The Employee will not reverse engineer, disassemble or decompile any prototypes, software or any other tangible objects that embody the Confidential Information;
- 2.3.5 The Employee will not at any time use the Company's trade name(s) in any advertising or publicity without the prior written consent of the Company; and
- 2.3.6 Upon learning of any wrongful use or treatment of Confidential Information, the Employee will promptly notify the Company and will fully cooperate with the Company to protect such information.

3. PROPRIETARY PROTECTION

- 3.1 The Employee agrees and acknowledges that the sole and exclusive ownership of all rights, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto belong to the Company.
- 3.2 The Employee agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by the Employee, solely or in collaboration with other employees/personnel's of the Company, during the course of his/ her employment (collectively, "Inventions"), are the sole and absolute property of the Company. The Employee also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company, all Inventions and any copyrights, patents, mask work rights or other Intellectual Property Rights relating to all Inventions.
- 3.3 The Employee agrees to assist the Company in every proper way to secure rights of the Company in the Inventions or other Intellectual Property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other Intellectual Property Rights relating to all Inventions. The Employee also agrees that his/ her obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.
- 3.4 The Employee hereby expressly agrees that the furnishing of Confidential information and Intellectual Property to the Employee, nor the possession of and utilization of such Confidential Information and Intellectual Property by the Employee shall in any manner be deemed to grant the Employee any rights of ownership, license or assignment in the Confidential Information and Intellectual Property.

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4. NON COMPETE AND NON SOLICITATION

The Employee agrees that he / she shall not during and after the tenure of this Agreement and/ or the employment of the Employee with the Company, utilize the Confidential Information to compete with the Company in its business, either directly or indirectly, and/or by employing itself/ himself/ herself with any third party and/or by itself/ himself/ herself and/or in any other manner whatsoever.

Further, the Employee agrees that he/she shall not either alone or in association with others, solicit any employee of the Company to leave the employment of the Company.

5. REMEDY FOR BREACH

5.1 In the event of breach of the obligations of this Agreement by the Employee, the Company may at its sole discretion terminate the Employee. Additionally, the Employee shall be liable to indemnify the Company for all the costs, damages and losses caused to the Company sustained by the Company on account of such breach by the Employee, including but not limited to those caused by disclosure or loss of confidentiality of any part or whole of the Confidential Information by the Employee. This liability of the Employee shall not in any manner affect the rights of the Company from claiming damages from the Employee and other available remedies under law or equity.

5.2 The Employee acknowledges that, in the event of any breach of this Agreement, the Company will not have an adequate remedy in money or damages. The Company therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. The Company's right to obtain such relief shall not limit its right to obtain other remedies available under law or in equity.

6. TERM AND TERMINATION

6.1 This Agreement shall be deemed to have come into effect on the date of employment of the Employee with the Company and continue to be in full force and effect thereafter.

6.2 The severance of the employer and employee relationship between the Company and the Employee for any reason whatsoever shall not affect the obligations of the Employee under this Agreement and the obligations of the Employee under this Agreement shall by their nature survive the termination of employment.

6.3 Upon severance of the employer and employee relationship between the Company and the Employee, the Employee shall promptly return all Confidential Information and Intellectual Property and discontinue all further use of the Confidential Information and Intellectual Property including but not limited to all copies, abstractions, compilations, etc. thereof.

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7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of India.

7.2 The Parties hereby agrees to submit to the exclusive jurisdiction of the courts of Bangalore.

8. MODIFICATION

No modification of this Agreement shall be valid unless made in writing and signed by both Parties.

9. WAIVER

The failure of either Parties, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by either Party must be in writing and signed by the Party seeking to waive any of its/ his/ her rights under this Agreement.

10. SEVERABILITY

If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other terms or provisions hereof unless the terms and provisions declared to be illegal are inseparable from the remainder of this Agreement.

11. ENTIRE AGREEMENT

This Agreement is in addition to and supersedes any conflicting language in any letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and the Employee and shall be considered as an entire agreement between the Parties on the subject matter hereof.

IN WITNESS WHEREOF the Parties hereto have set their hands on the day, month and year first hereinabove mentioned.

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[Insert Name of the Employee] ("Employee")

SIGNATURE

TITLE

By the signature above, the Employee acknowledges and warrants that prior to signing, the Employee read the Agreement in its entirety and was afforded the opportunity to have the Agreement reviewed by his/her legal counsel.

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