

CONFIDENTIALITY, IP AND DATA PROTECTION AGREEMENT

(For New Associates)

This AGREEMENT made at <location> this ____ day of _____, 20____, by and between TATA CONSULTANCY SERVICES LIMITED. (hereinafter referred to as "TCS"), a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Corner of Hazarimal Somani Marg & Raveline Street, Near Sterling Cinema, Fort, Mumbai 400 001, of the One Part and _____ S/o / D/o _____, an Indian Inhabitant currently residing at _____ and having permanent address at : _____ (hereinafter referred to as "the Associate" or "You") of the Other Part:

WHEREAS TCS has invested and continues to invest considerable amounts in the development of Intellectual Property in order to provide services and products to its clients:

AND WHEREAS TCS from time to time enters into agreements with Clients under which the Associates have to keep totally confidential, both during the period of employment or engagement with TCS (as the case may be) and thereafter, all information, material and data which comes into their possession or know as a result of the transactions involved with such clients and assign in favour of such Client and/or TCS all intellectual property rights in any material created or developed by the Associate in the course of or for the purposes of engagement of the Associate in such transactions.

NOW THEREFORE IT IS HEREBY AGREED between TCS and the Associate as under:

1. Definitions:

1.1. **Associate** shall mean an individual who is either:

- (a) employed by TCS (includes individual on permanent roll or on a fixed term such as a part time employee), or
- (b) employed by or through a contractor (including a contract employee or business associate) and assigned by such contractor to work for TCS projects; or
- (c) engages with TCS as a trainee, intern or on a sabbatical.

1.2 **Clients:** Clients shall mean customers, vendors or partners of TCS or its affiliates and that of their respective customers.

1.3 **Confidential Information** shall mean any and all information and material of any nature whatsoever or any parts thereof belonging to TCS or its affiliates and their respective Clients whether or not expressly marked or designated as confidential, and shall include the following:

- (a) Any and all Intellectual Property and Know-how of any nature whatsoever or any parts thereof, additions thereto and materials related thereto, conceived, produced, created or reduced into practice at any

time by TCS or the Associate in the course of or in connection with or while in the employment of or engagement with TCS or its affiliates;

(b) Any and all Intellectual Property or Know-how of TCS, its affiliates and/or its/their Clients that is or may be revealed to the Associate by TCS, its affiliates and/or its/their Clients or which may in the course of his or her employment or engagement with TCS, come into his or her possession or know;

(c) All other information and material of TCS, its affiliates and/or its/their Clients relating to design, method of construction, development manufacture, operation, implementation, specifications, use and services of TCS or its affiliates or marketing of products, solutions or systems of TCS, its affiliates or their Clients;

(d) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS or its affiliates or Clients if disclosed,

(e) Customer and prospective customer lists;

(f) Information on private secured web portals and intranets or other non-public information resources of TCS', its affiliates or its/their Clients; and

(g) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or while in or in connection with or for the purposes of his/her employment or engagement (as the case may be) or any of the operations and entrusted by TCS or any of its affiliate to the Associate.

1.4 Intellectual Property ("IP") shall mean all algorithms, apparatus, circuit designs and assemblies, concepts, data, databases and data collections, compilations, designs, diagrams, documentation, drawings, flow charts, formulae, test cases, test scripts, gate arrays, ideas, concepts, expression sheets, libraries and inventions (whether or not patentable or reduced to practice), Know-how, materials, marketing and development plans, marks (including registered and unregistered trademarks and service marks, brand names, product names, logos, and slogans), methods, models, net lists, network / software configurations and architectures, photo masks, procedures, processes, systems, architecture, instructions, protocols, standards, schematics, semiconductor devices, software code (in any form including source code and executable or object code and any related documentation), products, platforms, frameworks, tools, utilities, solutions, operating systems, block-chains, specifications, subroutines, adapters, interfaces, techniques, test vectors, automations, tools, uniform resource identifiers, user interfaces, web sites, meta tags, browsers, works of authorship, analyses, reports, compilations, interpretations, submissions and other forms of technology and intellectual property and any improvements to, derivatives of, translations or adaptations of, modifications or changes to the foregoing.

1.5 Intellectual Property Rights ("IPR") shall mean all rights in or to Intellectual Property and includes without limitation India and foreign (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, software rights, source code rights, database rights, design and mask works; (b) trade-mark and trade name rights and similar rights, trade-mark applications (including registered and unregistered trademarks and service marks, brand or corporate names, internet domain names, social media domains, hashtags, product names, logos, and slogans including any goodwill acquired in the same); (c) trade secret rights and rights in relation to breach of confidence; (d) patents (invention, utility and design), patent applications, patent disclosures and inventions (whether patentable or not), letters patent

and industrial property rights; (e) Know-how and other proprietary rights and IP of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, continuations, continuations-in-part, divisions, and reissues of, options, security interests in, liens on, pledges of, charges on, trusts of, escrows of, enforcement rights (including rights to damages, profits, royalties and income and proceeds), goodwill in and applications for, any of the rights referred to in subsections (a) through (e) herein, as they may exist anywhere in the world.

1.6 **Know-how** shall mean unpatented technical, business or contextual information (including, without limitation, information relating to any form of Intellectual Property, concepts, research development and testing procedures, results of experiments, tests and trials, processes, formulas, algorithms, blueprints, instructions, patterns, techniques, specifications and trade-secrets) that is not common knowledge or in the public domain.

1.7 **Third Party IP** shall mean Intellectual Property belonging to a third party including but not limited to any Clients or any of Associate's previous employer or a previous employer's customers, vendors or partners

2. Associate's Obligations

2.1 You agree to treat the Confidential Information as strictly confidential and a trade secret of TCS. You agree not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly, for the benefit of or to any third parties, any Confidential Information. You may disclose Confidential Information for or on behalf of or as directed or authorized in writing by TCS to a person having a valid contract with TCS and on a need-to-know basis.

2.2 The Associate shall not, directly or indirectly, access, attempt to access, download, store or use any confidential or trade secret information of Clients or any third party without the prior written authorization of such Clients or the third party and the prior written authorization of the respective ISU Head. The Associate agrees that s/he will not access or attempt to access any non-public servers or systems for which the Associate is not given access by the owner of those servers or systems.

2.3 When requesting access to any non-public servers or systems or Confidential Information,

- You will clearly identify yourself as a TCS Associate, including by using your TCS email address and not any email address associated with a Client,
- You will not misrepresent or conceal that you are working for or on behalf of TCS, **and**
- If the Client system does not provide an option to declare that You are working for or on behalf of TCS, You will seek prior written authorization from the applicable Client and the respective TCS ISU/HSU Head to register with the Client system using the Client-provided ID.

2.4 If You are authorized to access a non-public server or system or Confidential Information, You will,

- use that access and information only for the authorized purpose only to perform the assigned responsibilities for which that access and/or information has been provided to You and not for any other purpose, including in the design, development, enhancement, or marketing of any TCS IP asset unless expressly agreed to in writing with the owner of that information;

- under no circumstances share your login credentials with others, including other TCS Associates;
- save any information accessed or downloaded only in a location authorized by the owner of that information or TCS' CSO and not transfer or attempt to transfer such information;
- not save that information in a location where the information is accessible to those who are not authorized to have or access it; **and**
- not share that information with anyone who is not authorized to have, access or use it, including other TCS Associates.

2.5 You acknowledge that You are a fiduciary in possession of Confidential Information and You shall protect the same from unauthorized activities including access, disclosure, storage, modification, deletion, and usage. Clients may require You to sign separate individual confidentiality agreements for working on their projects, which You agree to sign upon receiving written instructions from TCS.

2.6 Upon completion of the purpose or termination of employment or engagement with TCS (as the case may be), whichever occurs earlier or as an when so required by TCS, You agree to surrender to TCS all Confidential Information and copies thereof that You may then possess or have under his or her control. All privileges granted to You to access Confidential Information terminate automatically on termination of employment or engagement with TCS and You undertake not to use, or cause to be used, any such privileges to access or use Confidential Information.

2.7 The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Associate proves and produces credible written evidence to establish one of the exceptions:

- (a) the information is or becomes part of the public domain without breach of this Agreement;
- (b) the information is disclosed with the prior written consent of TCS or the Client.

3. Intellectual Property Rights

3.1 The Associate agrees and confirms that all Intellectual Property Rights in or to the Confidential Information shall at all times vest in and remain with or belong to TCS. The Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. The Associate shall promptly disclose to an authorized officer of TCS all Intellectual Property and Know-how and any enhancements thereto made, created, developed, conceived or devised by him or her while in the employment of or engagement with TCS including in the course of provision of services to the Clients. The Associate hereby agrees and confirms that all such Intellectual Property Rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests the Associate may have in such Intellectual Property Rights.

3.2 On request of TCS, the Associate shall execute from time to time, during or after the termination of his or her employment or engagement, such further instruments, including without limitations, applications for letters patent, designs, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the Intellectual Property Rights in any jurisdiction and to effectuate the provisions of this Agreement. If the Associate should refuse or fail promptly to do so, the Associate hereby irrevocably appoints TCS constituted attorney as that Associate's true and lawful attorney-in-

fact, with full and complete power to perform all or any of those activities on that Associate's behalf. All expenses of filing or prosecuting any application for patents, trademarks, tradenames, designs or copyrights shall be borne solely by TCS, but the Associate shall co-ordinate in filing and / or prosecuting any such applications. The Associate hereby expressly waives any "artist's rights" or "moral rights", which the Associate might otherwise have in such Intellectual Property Rights.

4. Prior knowledge

The Associate acknowledges that prior to his or her employment by or engagement with TCS, he or she had no knowledge of the Confidential Information of TCS or its affiliates except certain Confidential Information subject to confidentiality obligations under some other agreement. The Associate acknowledges and agrees that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. The Associate further acknowledges that he or she is employed or engaged by TCS in a capacity in which he or she will become acquainted with all or part of the Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential. The Associate agrees to promptly report all breaches or suspected breaches of confidentiality of Confidential Information that comes to its knowledge or otherwise becomes aware of.

5. Use of Third Party IP

5.1 You expressly agree that You shall NOT in the course of Your employment or engagement with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any Intellectual Property or work for or on behalf of TCS,

(a) Use any Third Party IP, except

- those Third Party IP that is provided by TCS; or
- expressly authorized by TCS; or
- without having proper authorization or license or approval of the respective owner of such Intellectual Property Rights.

(b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if You have been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless

- You have expressly declared to TCS in a prescribed form whether such exposure was owing to publically available information or under and subject to any agreement; **AND**
- TCS has expressly confirmed to You that TCS has proper authorization or license or approval of the respective owner of such Third Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing your participation in such activity.

5.2 You undertake that You shall not knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5.1(a)), directly or indirectly, during the period of Your association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or

similar to such TCS Intellectual Property or portion thereof being created. In case, You access or are exposed to any such Third Party IP during such association, You shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity.

6. Security policies and Guidelines.

6.1 The Associate agrees to abide by and be bound by the Tata Code of Conduct and any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS as modified and in force from time to time whether expressly endorsed or not. The Associate understands that violation of TCS policies are subject to disciplinary measures including privilege revocations and/or Associate's termination. The Associate agrees to promptly report all violations or suspected violations of the security policies, to the extent known to the Associate, in the incident management portal in Ultimatix, and where such access is not available to the Associate for any reason, to the Information Security Manager of the business unit in which the Associate is deputed.

6.2 You acknowledge and agree that in the course of, and as a result of, Your employment or engagement (as the case may be) with TCS, You will have access to, obtain or come across personal data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively "Personal Data and Information") within the meaning of the Indian Information Technology Act, 2000 and its applicable Rules or any other applicable law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained, acquired or processed by You for and on behalf of TCS, its affiliates or Clients, You undertake that You will:

- (a) process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;
- (b) abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;
- (c) promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a "Security Breach");
- (d) promptly provide TCS with all information in Your notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS' prior written consent;
- (e) not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;
- (f) upon expiry or termination of Your employment or engagement with TCS, return all copies of the Personal Data and Information to TCS in your possession or control and certify to TCS that You have done so on TCS' request; and
- (g) promptly bring to TCS' notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 You expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Your Personal Data and Information in connection with Your employment or engagement with TCS, in accordance with the then current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use third party services or sub-contractors to collect or otherwise process Your Personal Data and Information for which TCS shall remain responsible for such third party services provider or sub-contractor's compliance with TCS' obligations hereunder.

7. Restriction on Associate's Rights

The Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including any Intellectual Property of TCS unless specifically authorized to do so in writing by TCS.

8. No License

Associate agrees that no license or right under any Intellectual Property Rights now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure, to the Associate.

9. Equitable Rights

The Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of the Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by the Associate that the disclosure, distribution, dissemination and / or release by the Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by the Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

10. General

(a) The provisions of this Agreement shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. The Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above, the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

(c) If any provision of this Agreement shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, TCS shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Agreement along with other documents executed by the Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of TCS in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver thereof.

(e) This Agreement may not be amended except in writing signed by authorised representatives of both parties.

(f) The obligations of the Associate in terms of this Agreement shall continue during the term of or in the course of the employment or engagement (as the case may be) of the Associate with TCS and shall continue thereafter in perpetuity.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED & DELIVERED

for TATA CONSULTANCY SERVICES LIMITED (by their constituted attorney)

Mr. _____ Sign.: _____
(Mention Name & Designation) (Signature)

SIGNED AND DELIVERED BY

Mr./Ms. _____ Sign.: _____
(Associate) (Signature)