**Undertaking on Conflict of Interest and Secrecy**

**Ver 2.0**

Name Thakur Rahul \_\_\_Premchandra\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last First (In Full) Middle (In Full)

Emp. No.: \_\_15264\_\_\_\_\_\_\_\_\_

**UNDERTAKING**

WHEREAS, I am about to enter/continue in the employment of **MASTEK LIMITED**, a Company incorporated under the Companies Act, 1956, and having its Registered Office at **804/805, President House, Opp. C. N. Vidyalaya, Near Ambawadi Circle, Ahmedabad – 380 006** or one of its subsidiaries (hereinafter called **MASTEK**) and whereas in such employment I will or may become informed as to many of its procedural and technical needs, problems, developments and projects, as well as activities directed thereto.

NOW, THEREFORE, in consideration of the premises and of the said employment being given or continued and the compensation therein:

# 1. PATENTS COPYRIGHTS AND INTELLECTUAL PROPERTY

1.1. I hereby agree, for myself, my heirs and representatives, to assign, transfer and set over, and I do hereby assign, transfer and set over to **MASTEK**, its successors and assigns, all my rights title and interest in and to any and all creatings which are or may become legally protectable or recognized as forms of property including all designs, ideas, inventions, improvements, writings and other works of authorship, thesis, books, computer programs, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, prints and any other subject matter which is or may become legally protectable or recognized as a form of property which I, either solely or jointly with others, have conceived, made or suggested, or may hereafter conceive, make or suggest, during my employment by **MASTEK** or its successors and the six months period next following the termination of such employment, and which in any way relate directly or indirectly to its business, procedural, technical or commercial needs, problems, developments or projects or to its production, research or experimental developments and projects of every name and nature under consideration and/ or being carried on by or for **MASTEK** prior to termination of my employment. I shall have no rights including moral rights on the creatings performed by me nor shall have any right to call myself as the author or inventor of any of these creatings.

1.2. I further agree to execute, acknowledge, make and deliver to or its attorneys without additional compensation but without expense to me, any and all instruments, including Indian, United States and foreign patent applications, applications for securing, protecting or registering any property rights embraced within this Undertaking, powers of attorney, assignments, oaths or affirmations, supplemental oaths and sworn statements, and to do any and all lawful acts which in the judgement of or its attorneys may be needful or desirable to vest in or secure for or maintain for the benefit of **MASTEK** adequate patent and other property rights in India, the United States and all foreign countries with respect to any and all such designs ideas, inventions, improvements, and other creations embraced within this Undertaking, whether published or unpublished, and whether or not the subject of statutory industrial property or copyright protection.

1.3. I further agree in connection with paragraph (1) hereof to disclose promptly to **MASTEK** or its attorneys, any and all such ideas, designs, inventions, improvements, and other creations when conceived or made by me.

# 2. PRIVACY LAW

2.1 I am fully aware regarding **MASTEK**’s conformity with the law, on the privacy subject. I shall always abide by all the requirements and provisions of The Information Technology Act, 2000, as amended and updated till date, with the related rules and regulations, and if any legal wrong occurs on my part, whether civil or criminal, I shall be individually and personally held liable, and I shall face the punishment for the same.

2.2 I shall also abide by all the instructions issued by **MASTEK** from time to time, and shall communicate in writing, through proper channel, if any legal violation occurs from my side to **MASTEK**, as soon as possible.

# 3. PROPRIETARY AND TRADE SECRET INFORMATION

3.1. I further agree not to make any unauthorized use or disclosure during or subsequent to my employment of any knowledge or information of an unpublished confidential or proprietary nature respecting **MASTEK** and **MASTEK**’s customers and/ or their service providers or their inventions, designs, methods, systems, improvements, trade secrets or other private or confidential matter of **MASTEK** and its customers, generated or acquired by me during the course of my employment.

3.2. I further agree not to disclose to any one any information pertaining to the customer who has been shared with me by the customer or **MASTEK** whether intimated by the customer as confidential information or not. And shall treat the same with the same degree of care and confidentiality as in my personal case and in the case of **MASTEK**.

3.3. I further agree to treat all relevant information pertaining to **MASTEK** and the customers and/or the service providers as confidential information even if it is not explicitly marked as confidential or trade secret.

3.4. I further agree not to disclose confidential or other relevant information to other employees of the customer unless they are intended to receive this information on a need-to-know basis.

3.5. I further agree to abide by the relevant data protection laws as applicable in the respective countries in which the customers are situated in connection with the services rendered to the customers from time to time.

3.6. I further agree not to undertake any actions to get access to any information of the customer which is not intended for my knowledge.

3.7. I further agree not to bring external or unauthorised software or programs into the IT systems of **MASTEK** or of **MASTEK**’s customers and I will follow all relevant security procedures to avoid bringing viruses or any other pest into **MASTEK**’s or customer’s IT systems.

3.8. I further agree not to share my access card, keys and passwords with any one nor will I accept any such sharing from any other employee of **MASTEK**.

3.9. I further agree not to try to get access, to offer or to spread any illegal content such as pornographic or racist information.

3.10. I further agree not to misuse the IT systems such as telephone or email of **MASTEK** or of **MASTEK**’s customer.

3.11. I fully accept and herewith give my formal permission according to the relevant data protection laws as applicable in the respective countries that **MASTEK** or **MASTEK**’s customers may record all my usage of the IT systems and in particular the e-mail system and the internet to check the compliance with the above mentioned regulations.

3.12. I further agree to sign any other undertakings as to the protection of confidential information of **MASTEK** and its customers including the ultimate customers of **MASTEK**’s customers as may be required from time to time.

# 4. THIRD PARTY RIGHTS

The customers of **MASTEK** and **MASTEK** shall not be liable for any damages claimed by any third party based on any software or systems supplied or used by me in violation of any third party rights and in such an event, I shall be solely responsible for the loss to the customer and **MASTEK**.

## 5. COMPETITIVE ACTIVITIES

5.1. While I am employed by **MASTEK**, I will not, without the Company’s express prior written consent, provide services to, or assist or invest in any manner in, either directly or indirectly, any business or third party which competes with the current or planned business of the Company. This is also applicable for participation as well as assistance in supervisory organs in other companies, so long as it is not just a normal participation purely from the capital point of view.

5.2. As an independent covenant, I further agree to refrain during my employment with **MASTEK** and for a period of one year from the date of termination of employment with **MASTEK**, from becoming interested in any way in the business of software development, testing, consulting, supporting the software, etc., manufacturing, designing, programming, servicing, repairing, selling, leasing or renting of any new or used machines, articles, parts, supplies, accessories or services competitive with those dealt with by **MASTEK**.

5.3. I agree not to join for one year after my termination of employment from **MASTEK**, either directly or indirectly, any customer of **MASTEK** with whom I was associated with or for whom I had developed software or interacted in any capacity during my employment with **MASTEK,** without the prior written approval of **MASTEK**. "Customer" shall include the ultimate customer also. This undertaking shall be enforceable by an injunction order by following /adopting the due process of law.

# 6. Non-Solicitation of Employees/Consultants –

During my employment with **MASTEK** and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

# 7. Non-Solicitation of Suppliers / Customers –

During my employment with **MASTEK** and for a period of one (1) one year after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company for my own benefit or for the benefit of any other person or entity.

1. **GENERAL**

* 1. I know and I agree that non compliance with the above regulations may have severe consequences for me according to the labour laws of the respective countries.
  2. This Undertaking supersedes all earlier employee invention and confidentiality Undertakings made between me and **MASTEK** without extinguishing or diminishing in any manner whatsoever rights heretofore acquired by it under any such previous or current contract or covenant or otherwise; and this Undertaking shall continue in full force and effect so long as I shall be employed by **MASTEK** under any present and/ or future contract(s), written or unwritten (and for the additional periods as set forth herein).
  3. The unenforceability or nullity of any of the foregoing provisions shall not render any other provision unenforceable or null and void.
  4. I hereby agree and confirm that the terms and conditions mentioned in the appointment letter and subsequent letters if any issued to me by **MASTEK** are agreeable to me and I shall be bound by the same.
  5. It is understood that the term “**MASTEK**” wherein used in this Undertaking shall include all its subsidiaries and group companies, whether situated in India or abroad.
  6. In case of any violation of any clause under this Undertaking, **MASTEK** shall be entitled to take suitable action as per the terms of employment and the applicable service rules and any other legal actions as deemed fit.
  7. I confirm that I have been informed about the Information Security Policy and Procedures of **MASTEK**, its availability on the **MASTEK** intranet and any changes from time to time and I undertake to keep myself aware of the requirements of such policy and procedures and will comply with the same.
  8. This agreement and any dispute arising from or in connection with this agreement shall be governed by the Laws of India and the courts in [Mumbai] shall have non-exclusive jurisdiction in respect of matters related to or arising from this agreement. [Note: **MASTEK** could align the forum selection clause with the dispute settlement mechanism contained in their employment contracts**.]**

IN WITNESS WHEREOF, I have hereunto set my hand at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.



(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Thakur Rahul Premchandra\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_