

Exhibit N to Assurant Master Services Agreement

Non-Disclosure and Assignment Agreement for Vendor Personnel

This Non-Disclosure and Assignment Agreement for Vendor Personnel (this "Agreement") is made by and between the employee or independent contractor named below (the "Provider"), and [Vendor], a company incorporated under the laws of the Republic of India, having its registered office located in India at [REDACTED], and registered as a foreign corporation to do business in the United States, with a principal office located in the United States at [REDACTED] (the "Vendor"), and effective upon the date stated below (the "Effective Date").

1. Definitions.

1.1. "Assurant" means Assurant, Inc., a company incorporated under the laws of [REDACTED]. Assurant has entered into a Master Services Agreement with Vendor (the "Master Agreement") by which Vendor provides certain services to Assurant. The term "Assurant" includes any entity that, directly or indirectly, controls, is controlled by or is under common control with Assurant, Inc.

1.2. "Assurant Confidential Information" means all information and documentation of Assurant, whether disclosed to or accessed by Vendor or Provider in connection with the Master Agreement or any Statement of Work, including (a) all Assurant Data, Assurant Intellectual Property, and all other information of Assurant or providers, members, customers, suppliers, vendors and other third parties doing business with Assurant, (b) any information developed by reference to or use of Assurant Confidential Information, and (c) the terms of the Master Agreement, the Statements of Work and this Agreement. The term "Assurant Confidential Information" shall not include any information that becomes public knowledge through no action, omission or breach of this Agreement by Provider or by Vendor.

1.3. "Assurant Data" means all data and information (a) received by Provider or by Vendor from, regarding or on behalf of Assurant, including data submitted by or relating to providers, members and customers of Assurant, (b) obtained, developed or produced by or on behalf of Provider or Vendor in connection with the Master Agreement, any Statement of Work or this Agreement, or (c) to which Vendor or Provider have access in connection with the provision of the Services.

1.4. "Assurant Intellectual Property" means the Intellectual Property used in connection with the provision of the Services, including without limitation any proprietary software programs and related documentation, that is (a) owned, acquired or developed by Assurant, (b) licensed or leased by Assurant from a third party, and (c) includes all modifications, enhancements or derivative works of (a) and (b) thereof, and all Intellectual Property derived from or based on the Assurant Data or Assurant Confidential Information.

1.5. "Intellectual Property" means any and all forms of legal rights and protections in any country of the world, including all right, title and interest arising under common and statutory law to all: (i) letters patents, provisional patents, design patents, PCT filings and other rights to inventions or designs; (ii) trade secret and equivalent rights in confidential or proprietary information and know-how; (iii) copyrights, mask works, moral rights or other literary property or authors rights; (iv) rights regarding trade names, logos, domain names, uniform resource locators ("URLs"), trademarks, service marks and other proprietary indicia or addresses, and all goodwill associated therewith; (v) any similar, corresponding or equivalent rights relating to intangible intellectual property; and (vi) all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

1.6. "Services" means (a) the services described in the Master Agreement, (b) the services described in any Statement(s) of Work, and (c) any services provided by Vendor and/or Provider for the benefit, directly or indirectly, of Assurant.

1.7. "Statement(s) of Work" shall mean any agreement to provide Services, directly or indirectly, for the benefit of Assurant.

2. Nondisclosure of Assurant Confidential Information. All Assurant Confidential Information shall be held in strict confidence by Provider and by Vendor. Neither Provider nor Vendor shall disclose, publish, release, transfer or otherwise make available Assurant Confidential Information in any form to, or for the use or benefit of, any person or entity without Assurant's consent. Each of Provider and Vendor shall, however, be permitted to disclose relevant aspects of the Assurant Confidential Information to, as and where applicable, its officers, directors, agents, professional advisors, approved subcontractors and employees, to the extent that such disclosure is not restricted under the Master Agreement or any Statements of Work and only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations, or exercise of its rights, under this Agreement, the Master Agreement and the Statements of Work; provided. Each of Provider and Vendor shall take all reasonable measures to ensure that Assurant Confidential Information is not disclosed or duplicated in contravention of the provisions of this Agreement, the Master Agreement or any Statement of Work by such officers, directors, agents, professional advisors, subcontractors and employees. The provisions of this Section 2 shall continue indefinitely and shall survive any termination of this Agreement, regardless of any reason or cause of such termination.

3. Disclosure of Inventions. Provider will promptly disclose in writing to the proper officers of Assurant and the Vendor any patentable or unpatentable, copyrightable or uncopyrightable, idea, invention, work of authorship (including, but not limited to computer programs, software and documentation), formula, device, improvement, method, process or discovery, or any other Intellectual Property right (each, an "Invention") which relates to Assurant's or the Vendor's business that Provider conceives, makes, develops, or works on, in whole or in part, solely or jointly with others during the term of Provider's service as an employee or independent contractor of the Vendor (the "Service Period") and for a period of six (6) months thereafter, regardless of whether (a) such Invention was conceived, made, developed or worked on during Provider's regular hours of service hereunder or Provider's time away from

work; (b) the Invention was made at the suggestion of the Assurant or the Vendor; or (c) the Invention was reduced to drawing, written description, documentation, models or other tangible form.

4. Ownership of Inventions. Provider hereby assigns to Assurant without royalty or any other further consideration Provider's entire right, title and interest in and to any and all Inventions. In addition, Provider acknowledges and agrees that Inventions that may be protected under the U.S. Copyright Act shall be deemed "works made for hire" for which Assurant shall be deemed the author and owner.

5. Further Assurances.

5.1. Provider agrees to assist Assurant, or its designee, at Assurant's expense, in every proper way to secure Assurant's rights in the Inventions and any copyrights, patents, trademarks or other Intellectual Property Rights therein or relating thereto in any and all countries, including the disclosure to Assurant of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assurant shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Assurant the sole and exclusive right, title and interest in and to such Inventions, and any copyrights, patents, trademarks or other Intellectual Property rights relating thereto. Provider further agrees that its obligation to execute or cause to be executed, when it is in Provider's power to do so, any such instrument or papers shall continue after the termination of this Agreement, provided that if Provider is called upon to render such assistance after the termination of this Agreement, Provider shall be entitled to a fair and reasonable rate of compensation for such assistance.

5.2. If Assurant is unable because of Provider's mental or physical incapacity or for any other reason to secure Provider's authorized signature to apply for or to pursue any application for any patents, copyrights, trademark or other Intellectual Property or other registrations or rights covering Inventions assigned to Assurant as above, then Provider hereby irrevocably designates and appoints Assurant and its duly authorized officers and agents as Provider's agent and attorney in fact, coupled with an interest, to act for and in Provider's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, or copyright, trademark or other registrations thereon with the same legal force and effect as if executed by Provider.

6. Prior Contracts and Inventions. Provider represents that, except as set forth on the schedule attached to this Agreement ("Schedule"), there are no other contracts to assign inventions that are now in existence between Provider and any other person or entity. Provider further represents that it has no other employment, independent contractor agreements or undertakings which might restrict or impair Provider's performance of this Agreement. Provider will not, in connection with its Service to Assurant or the Vendor, use or disclose to Assurant or the Vendor any confidential trade secret or other proprietary information of any previous employer, customer or other person to which Provider is not lawfully entitled. As a matter of

record, Provider attaches to this Agreement as part of the Schedule a brief description of all Inventions made or conceived by Provider prior to my service with the Vendor which Provider desires to be excluded from this Agreement.

7. Property of Assurant. Provider will make and maintain adequate and current written records of all Inventions ("Invention Records"). All notes, memoranda, reports, drawings, blueprints, manuals, materials, data and other papers and records of every kind, regardless of hard copy or soft (online) copy, that Provider makes, or that shall come into Provider's possession at any time in connection with Assurant or the Vendor, including all Invention Records and all Assurant Confidential Information, shall be the sole and exclusive property of Assurant. This property shall be surrendered to Assurant upon termination of the Service Period, or upon request by Assurant or the Vendor at any other time either during or after the termination of the Service Period.

8. General Terms.

8.1. No Promise of Continued Employment or Other Relationship. IF PROVIDER IS AN EMPLOYEE OF VENDOR, THIS AGREEMENT IS NOT A CONTRACT FOR EMPLOYMENT AND NOTHING IN THIS AGREEMENT REQUIRES VENDOR TO CONTINUE EMPLOYMENT OF EMPLOYEE. IF PROVIDER IS AN INDEPENDENT CONTRACTOR OF VENDOR, THIS AGREEMENT IS NOT A STATEMENT OF WORK OR OTHER CONTRACT FOR THE PROVISION OF SERVICES BY PROVIDER TO ASSURANT OR VENDOR, NOR IS IT A GUARANTY THAT PROVIDER WILL CONTINUE TO PROVIDE SERVICES TO VENDOR OR ASSURANT HEREUNDER.

8.2. Governing Law; Jurisdiction; Dispute Resolution. This Agreement shall be governed by, construed and interpreted in accordance with the laws of Delaware, excluding its conflicts of laws rules. Subject to Section 8.5, any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Delaware and, by execution and delivery of this Agreement, Vendor and Provider each hereby irrevocably accepts the exclusive jurisdiction of the aforesaid courts. Each of Vendor and Provider hereby further irrevocably waives any claim that any such court lacks jurisdiction over it, and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement or any Statements of Work brought in any of the aforesaid courts, that any such court lacks jurisdiction over it. Each of Vendor and Provider hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement or any Statement of Work brought in the courts referred to in this Section and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the Vendor and the Provider further irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such party at its address designated pursuant to this Agreement and the applicable Statement of Work, with such service of process to become effective 10 days after such mailing. Each of

Vendor and Provider hereby agrees that Assurant may enforce a judgement, lien, arbitral award, injunction or other remedy or relief against Vendor or Provider in the courts of India.

8.3. Enforcement. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent possible.

8.4. Third Party Beneficiary. The Provider and the Vendor each acknowledge and agree that Assurant is a third party beneficiary of this Agreement, and that Assurant may enforce its rights in this Agreement as if it were a signatory to this Agreement.

8.5. Injunctive Relief. Each party to this Agreement acknowledges that Assurant and the other party to this Agreement may suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of such party's obligations under this Agreement. Each party to this Agreement therefore agrees that Assurant and the other party shall each be entitled (without limitation of any other rights or remedies otherwise available to Assurant or the other party) to obtain an injunction from any court of competent jurisdiction prohibiting the continuance or recurrence of any breach of this Agreement.

8.6. Waiver. The waiver by the Vendor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof

8.7. Binding Effect. This agreement shall be binding upon and shall inure to the benefit of the successors, executors, administrators, heirs, representatives and assigns of the parties.

8.8. Headings. The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Agreement.

8.9. Modifications. All modifications or amendments to this Agreement must be in writing and signed by the party against whom enforcement of such modification or amendment is sought.

Wherefore, the parties, intending to be legally bound, execute this Agreement as of the Effective Date.

Effective Date

22/03/2018

Agreed to by Provider:

Formal Name of Provider

Sachin Deshpande

Type of Entity (individual, corp.)

India

Under the law of (State, Country)

Maharashtra, India

Signature

Sachin S

Sachin Deshpande

Name of Signer (printed/typed)
Title (if applicable)
Postal or Street Address
City
State or Province
Zip or Postal Code
Country
Telephone
Fax
Electronic Mail Address
Social Security/I-9 No. (employee)
Employer ID Number (contractor)

Plot-14, Phase-3, MIDC, Hinjewadi, Pune
Pune
Maharashtra
411057
India
9424240595
Sachin.c.deshpande@capgemini.com
95314-FS

Acknowledged by Vendor:

[Vendor]

Signature
Name (printed/typed)
Title

Smitha V.P
SMITHA V PRABHU
MANAGER

Schedule to Non Disclosure and Assignment Agreement
for Vendor Personnel

List of Contracts with Other Companies (if none, write "None"):

None.

List of Inventions Created Prior to this Agreement (if none, write "None"):

None.