



## Employee Innovation and Proprietary Information Agreement

*(Distribution: Two signed originals – One to business component's permanent business records and one to employee)*

TO \_\_\_\_\_ (hereinafter referred to as the "Company". If I become an Employee of a controlled (either directly or indirectly) subsidiary or affiliate in India of General Electric Company, then with respect to, and for the purposes of, such Employment, "Company" shall refer to such controlled subsidiary or affiliate).

In consideration of my employment by Company (which consideration shall include my employment with a controlled (directly or indirectly) subsidiary or affiliate of General Electric Company), and the compensation paid to me by the Company, I ("employee") agree:

- (a) to disclose and assign to the Company (or as the Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment (1) that relate to the business or the present or demonstrated or reasonably foreseeable future research or development of the Company or its parent, subsidiaries or affiliates, or (2) that result from or are suggested by any work that I may do for the Company or its parent, subsidiaries or affiliates or (3) that are otherwise made through the use of Company, or its parent, subsidiaries or affiliates, time, equipment, supplies, facilities, material or secret\* or confidential\* information or data. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation

That all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protect able by copyright are "works made under a contract of service" as understood in section 17 (c) of The Copyright Act, 1957 and I further agree, to the extent any such sole or joint work within the scope of my employment is determined not be a work made under a "contract of service or apprenticeship" that I will disclose and assign to the company (or as the company may direct) as its exclusive property any such original work of authorship and any copyright therein; In case of works so assigned I agree to give up my right to claim authorship as envisaged in section 57 of The Copyright Act, 1957 in accordance with section 21 of the same Act;

- (b) to execute, upon the request of the Company, all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees (and to vest legal title in the Company or its nominees in), patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries;
- (c) to make and maintain for the Company adequate and current written records of all such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information;
- (d) at the Company's request, or upon any termination of my employment to deliver to the Company promptly all items that belong to the Company or its parent, subsidiaries or affiliates or that by their nature are for the use of Company employees only, including, without limitation, all written and other materials that are of a secret\* or confidential\* nature relating to the business of the Company or its affiliates;
- (e) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret\* or confidential\* information or data of the Company or its parent, subsidiaries or affiliates or any information or data of others that the Company or its parent, subsidiaries or affiliates are obligated to maintain in confidence;
- (f) not to disclose or use in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this agreement;
- (g) I acknowledge that breach of any obligation or other provision of this agreement may cause irreparable injury to the Company which cannot be fully compensated by money. I therefore agree that in the event of any breach or threatened breach of this agreement by me, the Company shall be entitled to injunctive or other equitable relief as may be permitted by law;
- (h) that the Company where permitted by law, may, at any time and without further consent, access and monitor a) any documents, data or information relating to my employment and b) my usage of Company information and resources, including but not

limited to: computers, computer software, electronic mail, on-line services, voice mail, facsimile machines, telephones and photocopiers;

- (i) that my employment with the Company is “at will” and that both the Company and I have the right to terminate my employment at any time, with or without advance notice and with or without cause;
- (j) that if, at any time, I become an employee of a controlled (either directly or indirectly) subsidiary or affiliate of General Electric Company in the [India], then with respect to, and for purposes of, such employment 1) my obligations under this Agreement shall also apply to such employment and 2) the term “Company” as used in this Agreement shall refer to such controlled subsidiary or affiliate;
- (k) I understand and agree that Company may, in the ordinary course of business, reproduce this original agreement by any means including, but not limited to, electronic copying, electronic faxing or electronic scanning, storing and printing and I hereby accept, acknowledge and recognize such reproductions as authentic in lieu of this original agreement and hereby accept (and will not object to) any use whatsoever by Company of such reproductions including, without limitation, admission and use in any proceeding in any country including those in or before any agency, patent office, court or tribunal. I further agree that such reproductions shall have the same force and effect as this original agreement; and

I also understand my personal data will be collected and processed pursuant to GE’s Employment Data Protection Standards:  
<https://ge.box.com/s/sq7vbpg3w2hknzodck8xm2gbjggt4lmn>

This agreement supersedes and replaces, as of the date below appearing under my name, any prior existing agreement (which shall remain effective with respect to matters relating to my employment prior to such date) between the Company and me relating generally to the same subject matter and this agreement shall be effective with respect to matters relating to my employment on or after such date. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is neither invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

*\*These terms are used in the ordinary sense and do not refer to the official security classifications of the United States Government. The Company generally considers “secret” or “confidential” any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine readable or other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information or data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans, information systems, customer and employee lists and any information and data in electronic form. For further information, you should consult your Company’s assigned legal counsel.*

TYPE OR PRINT IN INK	
Full Name_____	Component_____
Single Sign On No._____	Location_____

_____ Employee’s Position	(Signed)_____ (Employee’s signature - to include employee’s first name in full)
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\_\_\_\_\_  
Witness (The employee’s immediate manager or other appropriate representative of the Company)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Countersigned - Authorized Company Representative

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above: