

As part of your employment with Target Corporation India Private Limited (or such Target Corporation India Private Limited subsidiary or affiliate as may be your employer) (collectively "Target"), you need to carefully read and sign this Confidentiality and Inventions/Creative Works Agreement (the "Agreement"), which describes Target's requirements regarding confidentiality and makes Target the owner of any intellectual property, such as inventions or creative works, you conceive make, reduce to practice or create while an employee with Target. Certain terms that are capitalized are defined at the end of this Agreement. If the language seems formal, that is because this Agreement is a legal contract. You are not required by law to sign this Agreement, but Target may terminate your employment if you do not sign this Agreement. **IF YOU DO NOT UNDERSTAND THIS AGREEMENT, YOU SHOULD SEEK ADVICE BEFORE SIGNING IT.**

### **CONFIDENTIALITY AND INVENTIONS/CREATIVE WORKS AGREEMENT**

Last Name KUMAR Team Member # **Z00GH6L**

First Name SANDEEP Location # C2

I, the above-identified person, wish to enter into this Agreement with Target, which Agreement shall be effective as of my employment date with Target. In exchange for being employed with Target, whether recently hired or through continued employment, I understand, acknowledge and agree to all of the following:

#### **Confidentiality**

- I will not disclose, use or publish (or cause or authorize others to do the same) Non-Public Information, either during my employment or after my employment ends, except (i) as required to perform my job duties for Target, (ii) as permitted in writing by a Target employee authorized to grant such permission, (iii) as permitted under an officially recognized Target corporate policy, (iv) as required by law, or (v) as otherwise authorized under this Agreement.
- None of Target's rights in or to Non-Public Information are being assigned or licensed to me in any manner by virtue of my employment with Target.
- Unauthorized disclosure of Non-Public Information could have a direct impact on, and/or be detrimental to, Target, guests, shareholders, business partners, or team members.
- Information may be Non-Public Information even if it is only known by a limited number of people or wasn't entirely originated by or within Target. This Agreement does not include a complete list of Non-Public Information, which would be impractical to identify. If I am unsure whether certain information is Non-Public Information, I will attempt to seek confirmation from an appropriately knowledgeable Target employee and/or other Target policies to determine whether such information constitutes Non-Public Information.

- If I violate this Agreement, my employment with Target may be terminated and Target may take legal action against me.
- I am immune from criminal and civil liability under state and federal trade secret law if I disclose Target's trade secrets in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for pursuing an anti-retaliation lawsuit; or in a complaint or other document filed in a lawsuit or other proceeding when the filing is made under seal and I do not disclose the trade secret except as allowed (if at all) pursuant to a court order
- Nothing in this Agreement is intended to prohibit me from: (i) communicating with any governmental authority without notice to Target concerning possible legal violations; or (ii) receiving any applicable award for information provided to governmental authorities. Target reserves all rights to and does not waive any attorney-client privilege that otherwise applies to any such information disclosed to governmental authorities. In addition, this Agreement does not, in any way, restrict or impede my ability to discuss terms and conditions of employment with my co-workers or a union representative.
- Upon request of Target or if my employment with Target ends, I will immediately, and in no event later than my last day of employment, return to my supervisor or other representative designated by Target all materials that belong to, or are under the custody or control of, Target, including all documents, files, electronic files, or other electronic media, and all copies of such things. I will also return any materials that contain or are derived from Non-Public Information.
- I represent and warrant that: (i) I have disclosed to Target any obligations I have to any of my former employers, including any confidentiality, non-competition, or non-solicitation obligations; (ii) during the course of my employment with Target, I will not improperly use or disclose to Target any confidential or proprietary information belonging to any of my former employers or any other person or entity to which I owe a duty of confidentiality; (iii) my employment with Target does not violate any ongoing contractual obligations I have to a former employer or any other entity; and (iv) I will honor my ongoing contractual obligations, if any, during my employment with Target.

### **Inventions/Creative Works**

- During my employment at Target, and for a period of twelve (12) months following the termination of my employment with Target for any reason, I will promptly disclose to Target all Target Inventions when such Target Inventions are conceived, made or reduced to practice, and I hereby assign and agree to assign to Target all of my Intellectual Property Rights in such Target Inventions.
- I hereby agree and acknowledge that all Target Inventions created, developed, discovered, conceived or reduced to practice by me, either alone or jointly with others, during the term of my employment, will be owned by Target. In the event, Target is not considered the owner of such Target Inventions for any reason under applicable law, then subject to my rights in any Prior Invention incorporated in such Target Inventions, I hereby assign and agree to assign in the future (when any such Target Inventions are first reduced to practice or first fixed in a tangible medium, as applicable) to Target, all my right, title and interest in and to any and all Target Inventions. Such assignment shall be unconditional, irrevocable, perpetual, and worldwide. To the extent that

such assignment of the rights in the Target Inventions from me to Target is held unenforceable under applicable law for any reason, I agree to irrevocably grant a worldwide, enterprise-wide, perpetual, unlimited right and license, in and to the Target Inventions, to use, modify, improve, interpret, compile, recompile and further assign such rights provided in the Target Inventions for any purpose of Target and without identifying or seeking my consent. I further agree and acknowledge that even if Target does not exercise any of the rights in any of the Target Inventions for more than a period of one (1) year, such assignment/license will not lapse and such rights will not revert to me pursuant to Clause 19(4) of the Copyright Act, 1957.

- I hereby forever waive and agree never to assert any Moral Rights I may have in or with respect to Intellectual Property Rights in Target Inventions, including copyrightable works. I will execute any applications, assignments, or other instruments which Target shall deem necessary to obtain letters patent, trademark registration or copyright registration in the United States or any foreign country or to otherwise protect Target's interests therein and, at Target's expense, will give Target such other assistance as it shall reasonably request to perfect, protect and use its rights in and to Target Inventions.
- I acknowledge that my remuneration, as agreed from time to time, in respect of my employment with Target constitutes sufficient remuneration for my contribution in the conception, creation, development or reduction to practice of Target Inventions, and I hereby waive any statutory right to a reward or additional remuneration in respect of any such contribution. I hereby also waive any preemptive right of first refusal in respect of a license or assignment of any Target Invention or technological work of Target, and any claim to attribution or ownership in any Target Invention.
- Target Inventions shall not include any invention:
  - (1) for which no equipment, supplies, facility or trade secret information of Target was used;
  - (2) which was developed entirely on my own time; and
  - (3) which does not:
    - (a) relate directly to the current or reasonably foreseeable future business of Target,
    - (b) relate to Target's actual or demonstrably anticipated research or development, or
    - (c) result from any work performed by me for Target.
- During my employment with Target, I will make and maintain adequate and current Company Records, including evidence of all Target Inventions (all of which shall be considered property of Target).
- I have listed on Schedule A all Prior Inventions that I wish to have excluded from the scope of the Agreement. If Schedule A is left blank, I warrant that no such Prior Inventions exist. I will promptly disclose to Target any modifications or improvements to any such Prior Inventions.
- I will not incorporate, or permit to be incorporated, Prior Inventions in Target Inventions without Target's prior written consent. In the event I, during the course of or resulting from employment with Target, incorporate a Prior Invention into a Target Invention, I hereby grant Target an unrestricted, royalty-free, perpetual, irrevocable, transferable and worldwide license to make, have made, use, market, import, distribute, copy, modify, prepare derivative works, perform, display, disclose, sublicense and otherwise exploit any and all such Prior Inventions.

- I represent and acknowledge that I do not owe any ongoing intellectual property assignment obligations to any former employer, entity or other third party with which I have been associated prior to the date of the Agreement that conflict or otherwise interfere with my obligations to assign Intellectual Property Rights to Target under the Agreement.

### **Other Commitments and Representations**

- During my employment and for a period of one (1) year following the termination of my employment with Target for any reason (or during my work as an independent contractor for Target, if such work is commenced within sixty (60) days after the termination of my employment with Target, and for a period of one (1) year following the termination of my work as an independent contractor for Target if such work is commenced within sixty (60) days after the termination of my employment with Target, whichever date is later), I will not disrupt or interfere with Target's business by, directly or indirectly, (a) recruiting for employment or (b) identifying for recruitment by another employer, any employee or consultant who worked for Target as of the date of the termination of my employment (or as of the date of the termination of my work as an independent contractor for Target if such work is commenced within sixty (60) days after the termination of my employment with Target, whichever date is later) to leave Target for any reason, nor will I assist any other person or entity in such recruitment.
- My rights and obligations in this Agreement regarding Confidentiality and Inventions/Creative Works, as well as my obligations regarding non-solicitation of Target employees or consultants, and Target's rights with respect to enforcement of those obligations, survive the termination, for any reason, of my employment, and will continue to apply to any work I may perform on behalf of Target as an independent contractor after the end of my employment with Target, if such work is commenced within sixty (60) days after the termination of my employment with Target
- If I breach this Agreement, Target will suffer irreparable injury and damage which money alone may not remedy. I agree that Target shall be entitled, in addition to any other remedies available, to injunctive and/or other equitable relief to prevent a breach of this Agreement or any part of it, and reasonable attorneys' fees in enforcing this Agreement. If Target fails to enforce or to seek to enforce this Agreement in response to a breach by me, it does not waive its right subsequently to seek enforcement as to that breach or any other breach of whatever kind or nature.
- If any provision of this Agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions will still be considered valid, legal and enforceable. If any provision is held to be excessively broad, it shall be construed to be enforceable to the maximum extent permitted by law.
- This Agreement will be governed by the laws of India as applicable between resident Indian without giving effect to its conflict of law principles. All disputes arising out of, from, or in connection with this Agreement shall be referred to and finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, presided by a sole arbitrator jointly appointed by the parties. Subject to the foregoing, the parties agree that the courts at Bangalore, India will have the exclusive jurisdiction over all disputes arising out of, from, or in connection with this Agreement.

- This Agreement cannot be amended or changed except by an agreement in writing between, and signed by, a duly authorized representative of Target and me. I will not rely upon, and have not relied upon, any oral statements or understandings relating to this Agreement, and I will never contend that this Agreement was amended by any means other than a subsequent written agreement with Target, signed by a duly authorized representative of Target and me.
- This Agreement is for the benefit of Target and its successors and assigns, and Target may assign this Agreement and any of its rights or obligations under this Agreement without notice to, or approval by, me or third parties.
- Nothing in this Agreement shall limit any of the rights that Target has at law or in equity in connection with my obligations to it, all of which are preserved.
- Nothing in this Agreement guarantees my continued employment by Target, either indefinitely or for any particular period of time. I understand that I am (or will be) an employee at will, and that I or Target can end my employment at any time, with or without cause, with or without notice.
- At the time of the termination of my employment, if requested, (i) I agree to participate in an exit interview with Target, at a time and place to be reasonably determined by Target and (ii) I will surrender to Target all Company Records created on any medium and furnished to, obtained by, or prepared by me in the course of or incident to my employment with Target, that are in my possession or under my control.
- During my employment with Target, I will not engage in any other business, profession or occupation for compensation which would conflict or interfere with the performance of my duties to Target, either directly or indirectly, without the express written consent of an authorized representative of Target.
- In the event Target is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the Agreement (including this Addendum A), I hereby irrevocably designate and appoint Target and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Target any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned to Target.
- In the event I violate my obligation not to disrupt or interfere with Target's business by, directly or indirectly, encouraging or soliciting any employee or consultant who worked for Target as of the date of the termination of my employment to leave Target for any reason, or not to assist any other person or entity in such solicitation or encouragement, I agree that the obligation will run from the first date on which I violate that obligation, rather than from the date of my termination of my employment with Target for any reason.
- The representations and warranties in this Agreement are continuing in nature.

- This Agreement, including all schedules and other documents specifically referenced in this Agreement, constitutes the entire agreement with regard to the subject matter of this Agreement between Target and me. All prior and contemporaneous negotiations and agreements, whether oral or written, between Target and me with regard to the subject matter of this Agreement are expressly superseded by this Agreement.
- Any notices required or permitted hereunder shall be given to the appropriate party at the address specified in my employment agreement or at such other address as Target or I shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.
- The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by Target to any successor in interest or other assignee. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

## Definitions

For purposes of this Agreement, the following terms shall have the meanings ascribed to them:

- “Company Records” means all equipment, tangible Non-Public Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), and any other data and records of any kind, and copies thereof.
- “Intellectual Property Rights” means, on a worldwide basis, any and all (i) rights associated with works of authorship (including without limitation, copyrights, moral rights, and mask-works), (ii) trademark, trade name, and similar rights (including associated goodwill), (iii) trade secret rights and database rights, (iv) patent rights, and all intellectual and industrial property rights of every kind and nature, and (v) all patents, registrations, applications, renewals, extensions, continuations, divisions, reexaminations, or reissues.
- “Inventions” means discoveries, improvements, designs, processes, techniques, equipment, trademarks, ideas and copyrightable works of authorship.
- “Moral Rights” mean any rights to claim authorship of a work, to object to or prevent any distortion or other modification of a work, or to withdraw from circulation or control the publication or distribution of a work, and any similar right, now or in the future existing under the law of any country in the world, regardless of whether or not such right is denominated or generally referred to as a “moral right.”
- “Non-Public Information” means any non-public or proprietary information in the possession of Target and arising from or relating to Target, Target’s business, Target’s vendors and other business partners, any Target guest or any Target team member. By way of example,
- “Non-Public Information” includes certain business information about Target, such as software (in source or object code form, and including any proprietary software or applications developed at or by Target), databases, algorithms, processes, designs, prototypes, methodologies, and specifications; reports; information regarding products sold, distributed, or being developed or regarding current and developing technology; information regarding vendors, guests, prospective guests, and business contacts; prospective and executed contracts and subcontracts; marketing plans, sales plans, pricing and promotion plans, or any other plans and proposals developed or used by Target; financial and accounting information, including financial results and forecasts; information relating to Target’s present or future business plans; information about Target guests, vendors, suppliers, or team members; and information concerning Inventions.
- “Prior Inventions” means Inventions related to the current or reasonably foreseeable future business of Target (a) that I have, or I have caused to be, alone or jointly with others, conceived, made, reduced to practice or created prior to the commencement of my employment with Target and (b) in which I have an ownership interest or which I have a license to use.
- “Target Inventions” means Inventions conceived, made or reduced to practice by me (alone or in conjunction with others) during my employment at Target.

**IMPORTANT: This is a legal contract. If you do not understand it, seek advice from an attorney of your choosing before signing it.**

Team Member Signature\_\_\_\_\_ Date\_\_\_\_\_

**SCHEDULE A**

**Prior Inventions**



