

## Annexure -2

### CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Confidentiality and Intellectual Property Agreement ("Agreement") is entered into by and between Siemens Industry Software (India) Private Limited, with its registered office at E20, 1st & 2nd Floor, Hauz Khas, New Delhi- 110016 (referred to as the "Company") and Shikha Sanjay Choudhary, Address- Behind Ram Mandir, Agrawal Colony, Civil Line, Khamgaon.

Hereinafter the Company and the Intern may collectively be referred to as the "parties."

**WHEREAS**, the Company is in the business of developing, marketing, licensing, and/or distributing product lifecycle management and manufacturing operations management software and related products and services (the "Business" or "line of business" as used herein) in many different countries around the world and seeks to employ or continue to employ Intern in a position of trust and confidence. As a condition of Intern's internship terms to which this Agreement is appended, and also in consideration of the mutual promises made herein, the sufficiency of which is agreed to by the parties as adequate and binding consideration, the parties agree as follows:

#### **1. Conduct of Internship**

1.1 Intern is being placed or retained in a position of special trust and confidence with Company where Intern will be provided with one or more of the following: a portion of the Company's Confidential Information (defined below), access to Proprietary Works (defined below), specialized training, and/or access to Company customers or other important business relationships used to develop goodwill for the Company. Intern agrees to devote all of his or her working time and best efforts to the discharge of his or her duties and responsibilities to and the advancement of the business interests of the Company, and to avoid conflicts of interest as defined under Company policies. Intern will comply with all policies, practices and procedures of Company, as these may be modified by Company from time to time, including but not limited to the Business Conduct Guidelines and the Company Directives.

1.2 Intern will not bring to the Company any information of another entity (such as a prior employer or third parties) that is treated as confidential and/or trade secret by that entity or use any such information to perform services for the Company in breach of a legal duty or without consent from such other entity. Intern will bear sole responsibility for, and hold the Company harmless with regard to, any costs and liabilities related to a claim by a prior employer that Intern has breached a legal duty Intern owed the prior employer. Should Intern violate the law or Company policies, including breach of an agreement with a prior employer or use of confidential information or trade secrets of the Company or another entity as described herein, the Company may take immediate disciplinary action, up to and including termination for just cause, in accordance with applicable local law.

#### **2. Company Property**

2.1 Records of the business activities of the Company that Intern is provided in the course of internship are Company property, will not be copied or removed from the premises of Company except as required for the proper performance of Intern's duties, and will be stored in compliance with Company policies at all times. Intern will return to the Company all records and files (physical or electronic) containing Confidential Information, and all other Company property (including but not limited to keys, security cards, badges, equipment, laptops, cell phones, thumb drives and other electronic storage devices) immediately upon termination of internship, or earlier if requested by the Company.

2.2 Intern is not authorized to access or use the Company's computers, email, or computer systems to compete or prepare to compete with the Company; access for such a purpose is strictly prohibited.

#### **3. Confidential Information**

3.1 In this Agreement "**Confidential Information**" means an item of information or a compilation of information in any form (tangible or intangible) related to the Company's business that Intern acquires or is exposed to in the course of



internship and that the Company has not generally made public or authorized general public disclosure of, provided that the item or compilation is not readily available through proper means to the public or persons outside the Company who can use it and are legally free to do so. By way of illustration and not limitation, the following shall be treated as Confidential Information unless otherwise directed in writing by an authorized member of Company management: customer and prospective customer lists and analysis (inclusive of contact information), business and marketing forecasts, pricing analysis and variables like costs and margins, new product and service offering plans, ideas and development information, product source code, know-how, and Proprietary Works as defined in section 4.1. Due to its special value and utility as a compilation, a compilation of information that qualifies as Confidential Information in its compiled form will remain protected even if individual items of information in it are public or otherwise readily available. Authorized disclosure of Confidential Information to parties the Company is doing business with for business purposes shall not cause the information to lose its protected status under this Agreement. Intern acknowledges that items of Confidential Information are the Company's valuable assets and have economic value, actual or potential, because they are not generally known by the public or others who could use them to their own economic benefit and/or to the competitive disadvantage of the Company.

3.2. Intern will keep all Confidential Information in strict confidence and will not use or disclose it for any purpose other than the performance of Intern's duties except where disclosure is otherwise compelled by law or protected by law. Intern will immediately notify the Company and use his/her best efforts to recover Confidential Information that is lost, stolen or improperly disclosed. These obligations shall apply during internship and for so long thereafter as the information qualifies as Confidential Information; provided, however, that if a time limitation is required on the restrictions applicable to Confidential Information that does not qualify as a trade secret, then such restrictions shall only apply during internship and for a period of three years thereafter, but trade secret information will remain protected for as long as it qualifies as a trade secret. Information entrusted to the Company by third parties in confidence that Intern has access to in the course of Intern's internship shall be handled in accordance with the agreements, if any, under which it is entrusted to the Company and treated like Confidential Information. In the event Intern is served with a subpoena, court order or similar legal mandate requiring the disclosure of Confidential Information, Intern will provide the Legal Department of the Company reasonable notice and opportunity to intervene and protect the Company's Confidential Information prior to disclosure unless such notice is prohibited by law.

3.3 Nothing in the confidentiality and nondisclosure obligations of this Section 3 shall be construed to prevent the use or disclosure of information that is publicly available or that cannot be lawfully protected from use or disclosure by Intern under applicable law, nor shall the obligations of this Section 3 be construed as a form of post-termination covenant not to compete.

#### **4. Ownership of Proprietary Works.**

4.1. "Proprietary Works" refers to all: inventions, improvements, ideas, discoveries, business methods, and developments (whether patentable or not and whether reduced to practice or not); databases; mask works; original works of authorship, and other materials for which copyright protection may be obtained, including but not limited to computer programs, artistic works such as graphs, drawings, blueprints, CAD files or images and articles (whether reduced to tangible form and subject to registration or not); trade secrets; know-how; and, any other forms of legally recognized intellectual property to which rights of private ownership or control can be held. Intern agrees that all Proprietary Works which are conceived, discovered, developed or made by Intern (alone or with others) during the period of Intern's internship with the Company, whether or not during usual business hours, shall solely and exclusively belong to the Company or its designee from the date of creation thereof, unless specifically disclaimed by the Company in writing, provided that such are either related to Intern's work for the Company, were created or conceived with the assistance of Confidential Information or other property or resources of the Company (hereafter "**Company Proprietary Works**").

4.2. Inventive activity is part of the duties of the Intern and it is adequately remunerated by the employment contract. Therefore, Intern hereby fully and finally assigns, sells, transfers and releases to the Company or its designee all of his/her worldwide rights, title and interest in and to all Company Proprietary Works (and derivatives therein and thereto), current and future free from encumbrances of any kind for the full term of each and every such right, including renewal



or extension of any such term; provided, however, that the agreement to assign inventions shall be construed to comply with any limitations on the assignment of an invention that are required by applicable law in order for the assignment to be binding and not declared void.

4.3. At any time the Company (or its successor in interest) requests, either during Intern's internship or after termination thereof, and without charge, but at the Company's (or its successor's) expense, Intern agrees to execute, acknowledge and deliver all such further papers, including applications for patents, copyright registration, or other statutory protections, and to perform such other lawful acts as, in the opinion of the Company, may be necessary or appropriate to obtain or maintain patents, copyright rights, registrations or statutory protections for Company Proprietary Works in any and all countries and to vest title thereto in the Company, its successors, assigns or nominees.

5. **Enforcement.** In the event that a court enforcing this Confidentiality and Intellectual Property Agreement finds a restriction obligation created by it to be unenforceable as written because of unreasonable length or breadth of the restriction, then the court shall enforce the obligation to such lesser extent as would be reasonable and enforceable to protect the Company's legitimate business interests; and, if the foregoing cannot be done, the court shall disregard the illegal or unenforceable terms and enforce the remainder as if the illegal or unenforceable terms had never been included in the Agreement.

6. **Survival.** This Agreement will survive the expiration or termination of Intern's internship with the Company and shall survive any change in Intern's duties, responsibilities, position, or title.

7. **Successors, and Assigns.** This Agreement shall automatically inure to the benefit of Intern's heirs, administrators, and successors, and the Company's successor(s) and assigns, without the need for any further action by either party. Intern expressly agrees to the assignment of this Agreement and all rights and obligations hereunder, including, but not limited to, an assignment in connection with any merger, sale, transfer or acquisition consummated by the Company or relating to all or part of its assets. Intern agrees that Intern's obligations under this Agreement are personal in nature and cannot be assigned, transferred or modified by Intern without the written consent of the Company.

8. **All Duties Preserved.** Nothing in this Agreement shall be construed to limit or reduce any common law, contractual or statutory duty Intern would otherwise owe to the Company absent this Agreement, nor shall this Agreement limit or eliminate any remedies available to the Company for a violation of such duties.

In Witness thereof, the parties execute this Agreement in two original copies of identical content and form.

## SIEMENS INDUSTRY SOFTWARE (INDIA) PRIVATE LIMITED:

Vachher  
Ankur

Digitally signed by Vachher Ankur  
DN: cn=Vachher Ankur, o=DE,  
ou=Siemens,  
email=ankur.vachher@siemens.com  
Date: 2022.12.09 13:20:00 +05'30'

Ankur Vachher  
Senior Manager Talent Acquisition

Intern:

Shikha  
[Signature]

Date: 11/05/2023

Shikha Sanjay Choudhary  
Candidate Name (As per Adhar card)

Siemens Industry Software (India) Pvt. Ltd.

Regd. Office : E-20, 1st & 2nd Floor, Hauz Khas, New Delhi - 110016, India

Corporate Identity Number U12500DL1998 PTC094315

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