

**AGREEMENT FOR ASSIGNMENT OF INVENTIONS, COVENANT
AGAINST DISCLOSURE AND AGREEMENT NOT TO COMPETE ("JOINING NDA")**

IN CONSIDERATION OF my employment to perform services for L&T Technology Services Limited, its successors, or assigns (hereinafter "Employer/LTTS") and in consideration of the wages and salary to be paid to me and of the position which I occupy and which brings me into contact with activities of the Employer, and regardless of the duration of such employment, I agree to perform to the best of my ability all duties required of me from time to time by the Employer and I agree to comply with conditions set forth herein.

1. Property Rights: I agree that all concepts, designs, inventions, improvements or developments which I may conceive, develop, devise, make, invent, or suggest during my employment with the Employer relating generally to any matter of thing, including computer programs, systems, designs, manuals, documentation, products, processes, or methods which may be connected in any way with the Employer's work or with work or tests carried on by the Employer, shall become the absolute property of the Employer.
2. Assignment: I hereby assign and agree to assign, at any time at the request of the Employer, to the Employer, its successors, assigns or nominees, all my rights, title and interest in or to such concepts, designs, inventions, improvements, and developments, patentable or unpatentable, which during the period of my employment with the Employer or with its predecessor or successor in business or with any entity associated with Employer, I have made or conceived, or which, while still in the employment of my Employer, I hereafter may make or conceive, either solely or jointly with others: (a) with the use of the Employer's time, material, or facilities; and/or (b) resulting from or suggested by my work for the Employer or contact with other employees of Employer; and/or (c) in any way pertaining to any subject matter which shall be within the existing or contemplated business of the Employer. All such concepts, designs, inventions, improvements, and developments shall automatically be deemed to be the property of the Employer as soon as made or conceived. My obligation to assign the rights to such property shall survive the discontinuance or termination of my employment with Employer for any reason. I acknowledge and agree that all copyrightable proprietary information prepared by me within the scope of my employment with the Employer are "works made for hire" and, consequently, that the Employer owns all copyrights thereto. I hereby expressly waive in favour of the Employer any moral rights, artist's rights or other rights of authorship under the relevant copyright laws or other intellectual property rights (which rights otherwise cannot be assigned or transferred to the Employer) in and with respect to any concepts, designs, inventions, improvements, developments or other copyrightable works that I may conceive, develop, devise, make, invent, or suggest during my employment with the Employer.
3. Disclosure: I agree to disclose promptly to my immediate supervisor all such concepts, designs, inventions, improvements, and developments.

Name : _____

Signature & Date : _____

4. Execution of Documents: At any time upon the request of the Employer, either during my employment or after termination thereof, and without charge to the Employer, but at its expense, I agree to execute, acknowledge, and deliver all papers and documents, including but not limited to applications for patents, copyrights, or trademarks; and I agree to perform such other lawful acts as, in the opinion of Employer, may be necessary, required or of assistance in obtaining or maintaining patents, copyrights, or trademarks, for such concepts, designs, inventions, improvements, and developments in any and all countries and in vesting title thereto in the Employer, its successors, assigns or nominees.
5. Actions Required on Termination: Upon termination of my employment with Employer, I agree to return to Employer all property of the Employer of which I have had custody and to deliver to my supervisor all notebooks, documentation, files, and notes, and other data relating to research or experiments conducted by me or relating to any concepts, designs, inventions, improvements, or developments pertaining to computer programs, systems designs, manuals, documentations, products, processes, or methods of the Employer or otherwise covered by this Agreement.
6. Compliance Not Contingent Upon Additional Consideration: I have not been promised, and I shall not claim, any additional or special payment or compensation for such assignments and for compliance with the other covenants and agreements herein contained.
7. Prior Inventions: If, prior to the date of execution of this Agreement, I have made or conceived any unpatented inventions, improvements, concepts, designs, or developments, whether patentable or unpatentable, which I desire to have excluded from this Agreement, I have attached to this Agreement a complete list and brief description thereof as Annexure A.
8. Covenant Against Disclosure: In addition to all other obligations with respect to the observance of the local government security regulations, I understand that it may be desirable or necessary for the Employer or any of its suppliers, licensors, or customers to disclose to me information or data relating including but not limited to the technology, systems, methods of operations, products, business data, financial data and any other information of the Employer or its suppliers, licensors, customers or third party and, I therefore agree as follows:
 - (a) To accept and retain such data and information in complete confidence and, at all times during and after the termination of my employment with the Employer, not to disclose or reveal such data or information to others and refrain from using such data for purposes other than those purposes authorized in writing by the Employer.
 - (b) Not to directly or indirectly publish, communicate, divulge, or describe to any unauthorized person nor use, claim, patent, or copyright any such data or information during the term of my employment with the Employer or at any time subsequent thereto without the prior written consent of the Employer.
 - (c) To turn over to the Employer all written or descriptive matter containing any confidential or proprietary information or data upon termination of my employment, or sooner, at the request of the Employer.
 - (d) To keep the contractual relationship of the Employer with its suppliers, licensors, and customers confidential. I further agree not to disclose any supplier, licensor, or customer relationships.

Name : _____

Signature & Date : _____

9. Agreement Not to Compete: Since I am employed in a position in which I may have intimate and complete knowledge of the operations, products, services, systems, methods and trade secrets of the Employer, many of which are unique, patented or patentable, and specially developed by Employer and allow Employer to effectively compete in its business, I hereby agree that

During the term of my employment or association with the Employer, I will not engage in any other employment, occupation, consulting or other business activity with any third parties, directly related to the business in which the Employer is now involved or becomes involved during the term of my employment. Furthermore, I will not engage in any other activities that conflict with your obligations to the Employer.

For a period of two years after the termination of my employment with the Employer for any reason, regardless of whether the termination is initiated by the Employer or myself, I will not directly or indirectly request, take up employment or transact any sort of business directly or indirectly within or outside India, with any person, company, firm or corporation who is or was; (i) a customer of the Employer during a period of two years prior to the termination of my employment on whose assignment I worked directly or indirectly during my employment with the Employer, (ii) who is in competitive business with the Employer (third party) which requires me to carry out my functions by using any Trade Secrets and Confidential Information, intellectual property rights belonging to the Employer or third party information available to the Employer.

10. Agreement not to solicit employees: I acknowledge and stipulate that the Employer is engaged in a highly competitive business and its success depends upon the quality and availability of its personnel. I also acknowledge that my employment with the Employer provides me with access to employees of the Employer and information about them.

In view of this, I agree, during the term of this employment or association with the Employer and for a period of two years post cessation, I will not solicit or be solicited directly or indirectly, in any way, to accept or attempt to induce any employee, advisor, consultant of the Employer to take up employment or transact any sort of business directly or indirectly with such customers or competitors of the Employer or to terminate his or her relationship with the Employer for myself or for any other person, firm, company or corporation.

11. Reasonable Scope: I acknowledge and stipulate that the Employer is engaged in a highly competitive business and that its success depends upon the quality of its personnel and the confidentiality concerning its products, services, systems, and methods. I also acknowledge and stipulate that the restrictions placed on me are reasonable in terms of duration and scope of activities. I stipulate that the said restrictions are no broader than is reasonably necessary to protect the Employer and do not unreasonably interfere with my right to earn a living. I further agree that any breach of any provision of this agreement will cause the Employer and/or its clients irreparable harm and therefore that upon any such breach or any threat thereof, the Employer shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

Name: _____

Signature & Date : _____

In the event that any provision of this agreement is deemed to be overly broad and unenforceable, the parties hereto stipulate and agree that any court of competent jurisdiction shall have the right to so limit, amend, or construe said provision so that the same shall be enforceable and hereby request the court to so act.

12. Severability: Each paragraph and provision of this agreement is severable from the agreement and if one provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.
13. Waiver: No term or provision of this agreement will be considered waived by the Employer, and no breach consented to by the Employer, unless such waiver or consent is in writing signed on behalf of the Employer's authorized representative. No consent to or waiver of a breach of this agreement by the Employer, whether express or implied, will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach of this agreement by me. No delay or omission of the Company in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver hereof.
14. Entire Agreement: This Agreement is a part of my Offer of Employment dated _____ and constitute the entire agreement between the parties.
15. Privacy and protection of personally identifiable information: The company undertakes to maintain the confidentiality and prevent unauthorized dissemination of all your personally identifiable information unless consented by you.

EMPLOYEE:

Witness (Name & Signature)

Name & Signature

EXECUTED AT _____ THIS _____ DAY OF _____ 2020

EMPLOYER: **L&T Technology Services Limited**

L&T Technology Services Limited

Commercial Software Protection Agreement

I agree that, in consideration for using L&T Technology Services Limited ("LTTS") computer hardware and all software, including commercial software as part of my employment, I recognize and will abide by the following conditions:

1. LTTS licenses the use of its commercial software from a variety of outside companies. LTTS does not own such software or its related documentation and unless authorized by the applicable licensor, does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines, LTTS employees and consultants shall use the software only in accordance with the applicable license agreement. Information on the license agreement for each piece of software can be obtained from LTTS Manager of Information Technology Department/Division.
3. LTTS employees and consultants learning of any misuse of software or related documentation within the company shall notify their supervisor or the Manager of the Information Technology Department/Division.
4. LTTS employees and consultants who make, acquire, or knowingly use unauthorized copies of computer software will be disciplined as appropriate under the circumstances.
5. According to the Copyright Law, illegal reproduction of software can be subject to civil damages, and criminal penalties including fines and imprisonment.
6. LTTS does not offer protection to any employee from prosecution by the owner, developer, maker, distributor or licensor of the original commercial software.

Employee's Name: _____

Signature: _____

Date: _____

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ANNEXURE – A
LIST OF PRIOR INVENTIONS

List of prior owned Intellectual property:

1. Patents:

Please provide list of Patent application/patents that you may have filed prior to joining LTTS in following format:

Sr. No.	Patent Application Number	Patent filing Date	Title	Status

2. Software/Apps:

Please provide list of software, software apps etc. that you may have developed prior to joining LTTS in following format:

Sr. No.	Title	Brief Description	Application	Information about license (if any)

3. Other Intellectual Property:

Please provide details about any other intellectual property such as soft IP, automation tools, etc. that you may own before joining LTTS.

Sr. No	Description