



## Agreement Regarding Confidential Information and Proprietary Developments (ARCIPD) Singapore employee

Last Name	First Name
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1. In consideration for my employment by *(check only one)*

- ☐ Keysight Technologies Singapore (Sales) Pte. Ltd. (company registration no. 201400782D)
- ☐ Keysight Technologies Singapore (Holdings) Pte. Ltd. (company registration no. 201400772K)
- ☐ Keysight Technologies Singapore (International) Pte. Ltd. (company registration no. 201400779G)

(my "Employer"), and the wages and other things of value that I receive, I agree to all of the following terms. As used herein, "Keysight" means Keysight Technologies, Inc. (the US Entity) and all of its direct and indirect subsidiaries, including my Employer.

2. "Confidential Information" means all information which is not generally known to the public and to which I have access in the course of my employment. This includes, but is not limited to, trade secrets, technical information, know-how, information about Keysight's organization, staffing, finance, research and development, manufacturing (including suppliers and supplier lists) and sales and marketing (including customers and customer lists), as well as information which Keysight receives from others. I will:
- a. use Confidential Information only in the performance of my duties;
  - b. hold Confidential Information in confidence and use all reasonable precautions to ensure that Confidential Information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment; and
  - c. will not disclose Confidential Information in or to the press or media (including social media) or in lectures, presentation, journal articles or other public, scientific, trade, or professional meetings, publications, or communications unless authorized to do so by my Employer.
3. "Proprietary Developments" means all kinds of technical or operational developments that are made by me, whether alone or with others, while I am employed by my Employer, and that relate to the business of Keysight or are made in connection with my work done in the course of my employment. This includes, but is not limited to patents, trade secrets, copyrights, inventions, designs, mask works, and works of authorship (e.g. computer programs, and works of text, image and sound). Such Proprietary Developments are the sole property of my Employer, and I:
- a. will disclose them promptly to my Employer, in particular notify my Employer about inventions and copyright protected works;
  - b. irrevocably assign and agree to assign or execute confirmatory assignments of **ALL** my rights, worldwide, to my Employer (unless instructed by my Employer to assign them to another of the Keysight companies);
  - c. understand that my Employer may transfer and/or license its rights in the Proprietary Developments to other Keysight companies; and
  - d. will execute all documents and cooperate with Keysight to protect or enforce such Proprietary Developments at Keysight's expense.

Such disclosures, assignments, transfers, licenses, and execution of documents shall be without further compensation to me, except as specified to the contrary by applicable law or by current policies of Keysight (such as the "Keysight Inventor Incentive Program" regarding inventions). This Agreement does not apply to an invention for which no equipment, supplies, facilities, Confidential Information or trade secret information of Keysight was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Keysight, or (ii) to Keysight's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by me for Keysight.

4. I will honor all obligations with regard to Confidential Information of any former employer or any third party, and will not bring any such information onto any Keysight premises in any format. If needed, I will obtain permission of such former employer or third party prior to any disclosure or use.
5. The product of all work performed by me during and in the course of my employment will be the exclusive property of my Employer, and my Employer has the sole right to use, publish, sell, license, and transfer rights in such work product which include, but are not limited to, text (e.g., papers, articles, books), reports, documents, images, videos, drawings, computer programs, devices, and models. I understand that my Employer may share, license or transfer its rights in work product to other Keysight companies.
6. I will not remove any Keysight property from any Keysight premises without Keysight's permission.
7. I will comply with Keysight's Standards of Business Conduct as well as all other policies Keysight may adopt or revise from time to time.
8. I will not directly or indirectly solicit or recruit Keysight employees for myself or for any other person or entity, both during my employment with Keysight and for a period of two years afterwards.

9. Once I am no longer employed by a Keysight entity, I will return all Keysight property to Keysight unless I obtain Keysight's written permission to keep it.
10. As far as legally permissible, I agree that, for a period of one (1) year following separation from employment, I will not use any Keysight information to contact or solicit (directly or indirectly) customers, either for myself or for any other person or entity.
11. The consideration I receive for this Agreement includes my being employed, the compensation I receive for that employment, and all other benefits I may receive, including for example the benefits outlined in the Keysight Inventor Incentive Program to which I may be entitled. I also recognize that all of my compensation and benefits are subject to change and are determined in accordance with Keysight policy, plan documents and in compliance with local laws.
12. If I am transferred or reassigned within Keysight and thus become employed by a Keysight entity other than the one that employed me in connection with my execution of this Agreement, then all provisions of this Agreement, including all of my obligations and duties to my Employer, shall be deemed assigned to and assumed by the Keysight entity by which I become employed. For avoidance of doubt, this provision shall apply to my first and to all my subsequent transfers or reassignments within Keysight.
13. The provisions of this Agreement will be separately construed in accordance with applicable law, and if any provision is held to be unenforceable, the remaining provisions will not be affected.

Employee Signature	Date
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Revised 20140527

A signed copy will be placed in the employee's file.  
The original paper copy will be destroyed after the required retention period.

Verified by: