

NON-DISCLOSURE AGREEMENT FOR THE EMPLOYEES OF THE VENDORS

(Regular Employee/Outsourced employee/Contract employee/Consultant e.t.c engaged by Vendors for APTRANSCO works)

This Agreement between, Vendor

Firm Name: M/s

Address:

Name of the work:

Details of Agreement/ Purchase Order:

And

Name of Individual:

Designation:

Address:

1. **General:** I, engaged by M/s as a..... (Regular Employee/Outsourced Employee/Contract employee/Consultant engaged by Vendor), I will devote my best efforts to furthering the best interests of APTRANSCO. During my tenure, I will not engage in activity that:

- (a) conflicts with APTRANSCO business interests, including without limitation, any business activities not contemplated by this agreement,
- (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at APTRANSCO or
- (c) interferes with the independent exercise of my judgement in APTRANSCO best interests.

As used herein, APTRANSCO business means IT procurement, Infrastructure project management, support of software, Network projects, Internet related websites, Security Audit, IT Security and other Cyber Security related services.

2. **Non-Disclosure.** At all times, during my Consultancy engagement and thereafter, I will not disclose to anyone outside APTRANSCO nor use for any purpose other than my assignment for APTRANSCO and I do hereby recognize and admit that APTRANSCO is the absolute, unrestricted and exclusive owner for the following:

- a. Any confidential or proprietary technical, financial, marketing, or other technical or business information or trade secrets of APTRANSCO, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulae, development or experimental work, work-in-progress, customers and suppliers,
- b. Any information APTRANSCO has received from others which APTRANSCO is obligated to treat as confidential or proprietary or
- c. Any confidential or proprietary information which is circulated

within APTRANSCO via its internal electronic mail system, intranet or otherwise.

- d. Shall not in any manner whatsoever, represent and/or claim that I have any interest by way of ownership, assignment or otherwise in the same. In this agreement, all confidential and/or proprietary information belonging to and/or in possession of APTRANSCO, which is received, accessed, and/or used by me during the course of my Consultancy engagement with APTRANSCO, shall include without limitation, such information received from APTRANSCO, its customers.
 - e. I will also not disclose any confidential or proprietary information to anyone inside APTRANSCO, except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, as to whom, if anyone inside APTRANSCO, it may be disclosed, I will consult with my reporting officer / HOD(Head of Department) at APTRANSCO.
3. **Assignment of inventions.** I hereby assign exclusively to APTRANSCO, all my right, title and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I solely or jointly may conceive, write, encode, develop, or reduce to practice during the period of time I am in the Consultancy engagement of APTRANSCO. I will make prompt and full disclosure to APTRANSCO of any inventions, and if for any reason the assignment pursuant to this clause is not effective, will hold all such inventions in trust for the sole benefit of APTRANSCO.

I hereby waive and quit claim to APTRANSCO, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any inventions so assigned to APTRANSCO.

My obligation to assign shall not apply to any invention about which I can prove that:

- a) it was developed entirely on my own time; and
 - b) no equipment, supplies, facilities, services or trade secret of APTRANSCO was used in its development; and
 - c) It does not result from any work performed by me for APTRANSCO.
4. **Excluded and Licensed inventions.** I have attached hereto, a list describing all inventions belonging to me and made by me prior to my tenure with APTRANSCO, for a period of (years), that I wish to have excluded from this agreement. If not, such list is attached, I represent that there are no such inventions. If in the course of my tenure at APTRANSCO, I use in or incorporate into a APTRANSCO, product, program, process or machine, and invention owned by me or which I have an interest of APTRANSCO is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.
5. **Application for Copyright and Patents.** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, APTRANSCO is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering inventions assigned to APTRANSCO, as stated above, I hereby irrevocably designate and

appoint APTRANSCO and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me, I will testify at APTRANSCO request and expense in any interference, litigation or other legal proceeding that may arise during or after my Consultancy engagement.

6. **Third party information.** I recognize that APTRANSCO has received and will receive confidential or proprietary information from its customers as well as third parties subject to a duty on APTRANSCO, part to maintain the confidentiality of such information and to use it only for certain limited purpose. During the term of my Consultancy engagement and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work in APTRANSCO and consistent with APTRANSCO agreement with such customers or third party. I will not use such information for the benefit of anyone other than APTRANSCO or such third party, or in any manner inconsistent with any agreement between APTRANSCO and such third party of which I am made aware.
7. **Prior Employer Information.** During my tenure at APTRANSCO, I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-ventures, clients, customers or suppliers of the vendors or customers of such persons or entities or their vendor or customers and I will not bring onto the premises of APTRANSCO, any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have given their consent. I will not violate any non-disclosure or proprietary rights agreement I might have signed in connection with any such person or entity.
8. **Presumption of breach.** In the event of the possession, access and or use of the confidential or proprietary technical, financial, or other technical or business information or trade secrets of APTRANSCO, including without limitation, as defined in this agreement, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this agreement by me.
9. **Return of materials.** At the end of my tenure at APTRANSCO, I will return to APTRANSCO, all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, USBs and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, ID cards or other property belonging to APTRANSCO.
10. **Personal property.** I agree that APTRANSCO will not be responsible for loss, disappearance, or damage to personal property on APTRANSCO premises. I hereby release, discharge and hold APTRANSCO harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.
11. **Equitable relief.** I acknowledge that any violation by me under this agreement, and/or any obligation of like nature, will cause irreparable injury to APTRANSCO, and APTRANSCO shall be entitled to extraordinary relief in any court in India including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.
12. **Entire Agreement.** I agree that this agreement shall be governed for all purposes by the laws of India. If any provision of this agreement shall be declared excessively broad, it shall be construed so as to afford APTRANSCO, the maximum

protection permissible by law. If any provision of this agreement is void or is so declared, such provision shall be severed from this agreement, which shall otherwise remain in full force and effect. This agreement sets forth the entire agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed by both parties shall not be binding upon either party, the terms and conditions of this agreement shall survive termination of my Consultancy engagement.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on this ____ day of _____, 20__.

Employee /consultant name

Name of Firm.

(Signature of e m p l o y e e /consultant)

(Signature of Vendor)

Date and place

Date and place