

CONFIDENTIAL INFORMATION AND INVENTIONS

EMPLOYEE AGREEMENT

1. In consideration of Hitachi Vantara Pte. Ltd. entering into an agreement with the Employee (who is named below), for the provision of services by the Employee (Employment Contract") the employee agrees to the following.
2. In this agreement:

"Confidential Information" means by way of illustration but not limitation all formulae, data, know-how, drawings, code listings, analyses, file layouts, reports, improvements, variations, manufacturing and other techniques, Inventions, processes, designs and industry analyses, strategies and forecasts, customer listings and other documents relating in any way to the business of the Hitachi Vantara Group or its Customers, whether or not found in visually or machine readable form, but excluding information which is generally available to the public or which was known to the Employee prior to the Employee and Hitachi Vantara Pte. Ltd. commencing negotiations for the employment Contract.

"Inventions" means all inventions made by the Employee or any employee or agent of the Employee (either solely or jointly with other persons) which relate in any way to the business of the Hitachi Vantara Group and includes all discoveries and ideas, whether or not any patent, design or other intellectual property right may be applied for or claimed in respect of them, such as, but without limitation, processes, methods, formulae, techniques, software and know-how.

"Hitachi Vantara Group" means Hitachi Vantara Pte. Ltd. and anybody corporate which is a related body corporate of Hitachi Vantara Pte. Ltd. as defined in the Company Law, and any one of them.

Confidential Information

3. The Employee agrees that the employee will at all times keep absolutely secret and confidential and will not directly or indirectly disclose, sue or exploit any of the Confidential Information, other than as required under the employment Contract, and will take all reasonable steps to prevent any Confidential Information coming into the possession of any person not authorised to receive it. The obligations set out in this clause will continue indefinitely, but will cease to apply in respect of any item of Confidential Information when that item is:
 - (a) generally available in the public domain, except where that is a result of a breach of the Employee's obligations under this agreement;
 - (b) disclosed by the Hitachi Vantara Group in a publication which is available to the general public or generally available to other persons involved in a business similar to the Hitachi Vantara Group's business;
 - (c) readily obtainable by a person having relevant experience or skills examining, but without dismantling or having access to any formulation for, anything to which the information relates, or
 - (d) disclosed by force of law.
4. The Employee will at all times keep, use and maintain any materials containing the Confidential Information in secure location and will not remove them from Hitachi Vantara Group's premises unless it is required under the employment Contract. The Employee will not make unauthorised copies of any materials containing the Confidential Information.

Inventions

5. All Inventions which arise during the time when the Employee is engaged to provide services to Hitachi Vantara Pte. Ltd. will be disclosed by the Employee to Hitachi Vantara Pte. Ltd. without delay.

6. Immediately at the request and expense of Hitachi Vantara Pte. Ltd., but without payment of any royalty or other consideration by Hitachi Vantara Pte. Ltd., the Employee will:
 - (a) apply in the Employee's name or join with Hitachi Vantara Pte. Ltd. in applying for letters patent or other protection in any part of the world for any Inventions;
 - (b) absolutely assign to Hitachi Vantara Pte. Ltd. or to such other person nominated by Hitachi Vantara Pte. Ltd. all of the Employee's rights to Inventions and to all applications for and foreign letters patent or other protections granted or to be granted in respect of Inventions;
 - (c) deliver promptly to Hitachi Vantara Pte. Ltd. (without charge to Hitachi Vantara Pte. Ltd. but at the Employee's expense) such written instruments and do such other acts, matters and things including giving testimony in support of inventorship as may be necessary in the opinion of Hitachi Vantara Pte. Ltd. to obtain and maintain and foreign letters patent and other protections and to vest in Hitachi Vantara Pte. Ltd. the entire right and title to them.
7. The Employee irrevocably appoints Hitachi Vantara Pte. Ltd. as the Employee's attorney in the Employee's name and on the Employee's behalf to execute and do all documents, acts, matters and things which may be required to give effect to the provisions of this agreement and without limiting the generality of this:
 - (d) to commence, defend and conduct proceedings at law or otherwise and to settle, compromise, discontinue or abandon them;
 - (e) to engage solicitors, barristers, patent attorneys and other experts to do and perform any work which it may consider necessary or desirable in the circumstances;
 - (f) to appoint and remove as it wishes any substitute or substitutes as attorneys or agents under it;
 - (g) to delegate to such person or persons as it shall think fit all or any of the powers hereby granted and to revoke any such delegation as it wishes.

Employees

8. The Employee will inform each of his employees to whom Confidential Information is disclosed that the information is disclosed in confidence and warrants that each of such employees is bound by the terms of his or her employment to keep the information confidential in the terms set out in paragraph 3.
9. The Employee warrants that each of his employee is bound by the terms of his or her employment to disclose the Inventions to Hitachi Vantara Pte. Ltd. and that Hitachi Vantara Pte. Ltd. will have all right, title and interest to those Inventions.

Delivery Up of Proprietary Information

10. Upon termination of the Employee's agreement to provide services to Hitachi Vantara Pte. Ltd., the Employee will promptly deliver up to Hitachi Vantara Pte. Ltd. all documents, disks and media of any kind containing any Confidential Information.

Inventions Prior to Contract

11. Set out below is a description of all inventions made by the Employee prior to the commencement of the service Contract which the employee considers to be the employee's property and which are excluded from this agreement:

The Employee agrees if, without the prior written permission of Hitachi Vantara Pte. Ltd., the Employee incorporates into a process or machine or otherwise uses an invention owned by the Employee, or in which the Employee has an interest, Hitachi Vantara Pte. Ltd. will be and is hereby granted a royalty free, irrevocable worldwide licence to make, have made, use, sell, lease and otherwise dispose of that invention, without restriction, to the extent of the employee's ownership or interest in it.

Outside Activity

12. The Employee has or will without delay disclose in writing to Hitachi Vantara Pte. Ltd. any and all consulting or professional services which the Employee is presently performing for other parties.
13. The Employee will obtain written permission for the execution from Hitachi Vantara Pte. Ltd. prior to accepting any offer to perform any future consulting or professional services relating to or connected with the business or products or projects which are similar to those of the Hitachi Vantara Group.

Non-conflict

14. To avoid any possible conflict of interests that may arise during the Employment Contract, the Employee will not be engaged in or concerned with any other business or occupation or the provision of services to any other person which carries on a business similar to or in competition with the Hitachi Vantara Group without the prior written consent of Hitachi Vantara Pte. Ltd..

General

15. It is specifically intended and agreed by the Employee that members of the Hitachi Vantara Group other than Hitachi Vantara Pte. Ltd. will be third party beneficiaries with respect to all obligations imposed under this agreement and all such members, as well as Hitachi Vantara Pte. Ltd., will have the right to enforce all these rights and obligations against the Employee.
16. This agreement shall be governed and construed pursuant to the laws and the parties agree to submit to the jurisdiction of the courts.

SIGNED AS AN AGREEMENT.

Signed on behalf of Hitachi by:

Date: August 1, 2019



Leanne Houghton
Senior Human Resources Manager, ASEAN

Employee:

Signed by: _____

Employee name: _____

Date: _____

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