

For execution by all the employees of the Company

UNDERTAKING

As a condition and consideration of my employment or association with HCL Technologies, Ltd, its subsidiaries, affiliates, successors and assigns (together the "Company"), in a responsible position and my receipt of the compensation now and hereafter paid to me by the Company, I hereby agree to the following:

1. Confidential Information:

- a. Company Information. I confirm that protection of the Company's Confidential Information and goodwill is of utmost necessity and that I agree that I shall not, directly or indirectly, except where authorized by the competent authority of the Company for the benefit of the Company at any time divulge, communicate or disclose to any persons, firms, corporations, companies, governmental entities or agencies or any other entities, other than the Company ("Third Parties"), or use or cause or authorize any Third Parties to use except for the benefit of the Company, any such Confidential Information, or any other information which I know or should know by virtue of being the employee of the Company, whether or not any of the foregoing information is actually novel or unique, except as otherwise required by law,
- b. Former employer Information. I agree that I will not, during my employment or association with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or Third Parties and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer or Third Parties unless consented to in writing by such employer or Third Parties.
- c. Third Party Information. I recognize that the Company has received and in the future will receive from Third Parties, which may or may not be the customers or prospective customers of the Company, their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company in conformity with the Company's agreement with such Third Party.
- d. Employee Has and Shall Receive Confidential Information. I acknowledge that I have been provided with information about the Company during the term of my employment or association with the Company (including any renewals or extensions) and my employment or association will continue to bring me into close contact with confidential affairs of the Company. Thus, I acknowledge that by reason of my employment or association with the Company, I will acquire Confidential Information.
- e. Employee Acknowledges Importance of Confidential Information. I acknowledge that all Confidential Information is of great value to Company, and essential to preservation of the business and the goodwill of the Company.
- f. Employee's Services Special and Unique. I recognize the duties and services to be performed by myself, as an employee or associate of the Company, are special, extraordinary and unique, and intellectual in nature.
- g. "Confidential Information" shall include all:

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1. Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, funding information, customer and prospect names and requirements, employee, customer, agents, supplier and distributor data, business strategies, plans, assets, liabilities, revenues, profits price lists and other material or information relating to the Company's business and the manner in which the Company carries out its business:
2. Computer software whether now or hereafter existing, developed for use of any operating system or machine, all modifications, enhancements, and versions and all options available with respect thereto, and all future products developed or derived there from.
3. Source and object code, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals.
4. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, products, patents, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications, procedures, methods, designs, strategies and any other information required for carrying out the business of the Company. These shall also include any information about the customers and clients of the Company.
5. All other materials or information related to the business or activities of the Company, which are not generally known to others engaged in similar businesses or activities.
6. All ideas which are derived from or related to my access to or knowledge of any of the enumerated materials and information, and
7. All information about or belonging to suppliers and clients of, and all parties to any agreement with, the Company which would be confidential information pursuant to the above definition if such other parties were in the position of the Company.
8. The markets, customers, prospective customers (whom Company has contacted, made sales presentations, provided bids, or otherwise specifically solicited during the Term hereof), suppliers, vendors and employees of the Company, records of transactions, and other information concerning the business of Company. Such customers or prospects shall include, but not limited to customers of the Company on whom I called or with whom I became acquainted while being associated with the Company.
9. The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information.

I understand that "Confidential Information" for this purpose shall mean and include all information, regardless of the form and whether oral, written, stored in a computer database or otherwise, which has been disclosed by the Company or any of its employees or promoters to myself. I understand that Confidential Information does not include any of the foregoing items, which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I hereby accept the responsibility for maintaining the secrecy and confidentiality of such Information and all portions thereof during the term of my employment or association with the Company and thereafter following the termination of my employment or cessation of my association with the Company and recognize without any objection or protest the unequivocal right of the Company to ascertain from my employers of any breach or threatened breach by me of this undertaking.

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f) Ownership Of Confidential Information

1. All rights, title and interest in all Confidential Information shall be and remain the exclusive property of the Company including all Confidential Information developed in whole or in part by me during my assignment with the Company, I agree and shall assign to the Company all right, title and interest I may have in such Confidential Information and to execute any instruments and to do all other things reasonably requested by the Company both during both during and after my tenure with Company in order to vest more fully in the Company all ownership rights in Confidential Information transferred by me to the Company.
 2. If any one or more of the items described above are protected under the copyright laws and international copyright treaty and are deemed in any way to fall with the definition of "work made for hire", the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protected by categories of work covered by the "work made for hire" definition contained under any relevant law of any nation or jurisdiction, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of the execution of this Agreement.
- g) Materials. All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to Confidential Information or otherwise to the Company's business shall belong exclusively to the Company, and I shall return to the Company all copies of such materials in my possession or under my control at the request of the Company or, in the absence of such a request, upon the termination of my employment or cessation of my association with the Company. This section will be enforceable against my heirs, successors and assigns.

2. Proprietary Information.

- a) Return of Proprietary Information. Upon termination of my employment or cessation of my association with the Company, for any reason, I shall immediately turn over to the Company any "proprietary information," as defined below. I shall have no right to retain any copies of any material qualifying as "proprietary information" for any reason whatsoever after termination of my employment or cessation of my association with the Company, without the express written consent of the Company.
- b) Non-Disclosure. It is understood and agreed that, in the course of my employment hereunder and through my activities for and on behalf of the Company, I will receive, deal with and have access to the Company's "proprietary information" and I hold the Company's "proprietary information" in trust and confidence for the Company. I agree that I shall not, during the term of this Agreement or thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any person, in any manner whatsoever, except when necessary or required in the normal course of my employment hereunder and for the benefit of the Company or with the express written consent of the Company, any of the Company's "proprietary information" or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the Company's business.
- c) Proprietary Information Defined. For purposes of this Agreement, "proprietary information" means and includes the following: the identity of clients or customers or potential clients or customers of the Company; any written, typed or printed lists or other materials identifying the clients or customers of the Company; any financial or other information

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supplied by clients or customers of the Company; any and all data or information involving the techniques, programs, methods or contacts employed by the Company in the conduct of its business; any lists, documents, manuals, records, forms, or other material used by the Company in the conduct of its business; any descriptive materials describing the methods and procedures employed by the Company in the conduct of its business; and any other secret or confidential information concerning the Company's business or affairs. The terms "list" and "document" (or their equivalent) as used in this Section are not limited to a physical writing or compilation but also include any and all information whatsoever regarding the subject matter of the "list" or "document," whether or not such compilation has been reduced to writing.

3. Inventions.

- a) Inventions Retained and Licensed. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment or association with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.
- b) Assignment of Inventions Any and all inventions, products, designs, discoveries, literary works, art works and work product of any nature (collectively, the "Inventions"), whether or not can be patented or copyrightable, which I have conceived and/or made during my employment or association with the Company, whether or not during working hours, and which have or may have any applicability to any aspect of the business of the Company, shall be the sole and exclusive property of the Company, and by the execution hereof, I hereby irrevocably assign, transfer and convey to the Company all of my right, title and interest in and to all Inventions, which may be developed during my employment or association with the Company (solely or jointly with others). I shall inform the Company of any Inventions promptly after it has been conceived and/or made in the detail necessary to permit the Company to understand the same and practice them without the exercise of further inventive skill. When required to do so by the Company, I shall execute any and all documents necessary to desirable to convey title in any copyright or patent applications covering any of such Inventions in SINGAPORE or in foreign countries. However, the failure on my part to so execute any such documents shall in no way be deemed to affect the assignment, transfer and conveyance of such Inventions to the Company hereby.
- c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the terms of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- d) Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and

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convey to the Company and its nominees the sole and exclusive rights, the title and interest in and to such Inventions, and any copy rights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of my employment or cessation of my association with the Company. If the Company is unable, because of my mental or physical incapacity or for any other reason, to secure my signature to apply for or to pursue any application for any SINGAPORE or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

4. Non-Competition. I agree that, during the term of my employment or association with the Company, 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 Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company. I also agree that after the termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not undertake any employment or enter into any kind of association with any Third Parties for a period of three (3) months in SINGAPORE or any place outside SINGAPORE where I was posted by the Company in the last three (3) months prior to the termination of my employment or cessation of my association with the Company, where such Third Parties are in competitive business with the Company and whereby to carry out my functions with such Third Parties I may be obliged to use any of the Confidential Information, Proprietary Information, Inventions belonging to the Company or Third Party Information made available to the Company. I further agree that I shall abide by the provisions of Exhibit B as and where applicable to myself. I understand that if I violate the above undertaking then I shall be liable for suitable damages, which will be decided at the discretion of the Company after taking into consideration the nature and extent of the violation. I acknowledge that the Confidential Information, Proprietary Information or Inventions constitute one of Company's main strengths, and that the Company has a legitimate interest in including a non-competition clause in this Agreement. I also agree that if any of the provisions of this Agreement is violated or likely to be violated then the Company shall also be entitled to move for injunction against me before a competent court
5. Returning Company Documents. I agree that, at the time of leaving the employment or on the cessation of my association with the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all Confidential Information, Proprietary Information or Inventions or reproductions of any aforementioned items developed by me pursuant to my employment or association with the Company or otherwise belonging to the Company.
6. Notification to New Employer. In the event that I leave the employment or if my association with the Company ceases, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this undertaking.
7. Protection of Systems & Environment I agree that during the term of my employment or association with the Company, I shall render services, as directed, in an ethical & professional manner and in accordance with the work related Policies of the Company such as E-mail & Internet usage Policy, Information Security Policy etc., and their modifications from time to time. I understand that as part of my job requirement, I may be required to or would have access to Company's and Company customer's work and computer environment and as such undertake not to incorporate into Company's and any customer deliverables, software,

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computer, network, data or other electronically stored information or computer program or system, any security device, program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, digital rights management tool (including without limitation so-called DRM root kits), malicious logic, worm, trojan horse, trap door, or other routine, device, code or instructions with similar effect or intent, that may be capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, shutting down, or otherwise harming any software, computer, network, deliverables, data or other electronically stored information, or computer programs or systems, unless specifically and expressly directed in writing by the Company to do so. I understand that any violation or likely violation hereof may expose the Company to enormous losses & damages, including without limitation claims from Company's customers and as such the Company will be entitled to recover all such money from me.

8. Solicitation of Employees For a period of three (3) months after termination of my employment or cessation of my association with the Company for any reason whatsoever, I shall not, solicit or cause or authorize directly or indirectly to be solicited for employment, or cause or authorize directly or indirectly to be employed on my own behalf or on behalf of any Third Parties, any person who is an employee of the Company. I also agree not to use or disclose to any Third Parties any information obtained by myself while being an employee of the Company concerning the names and addresses of the Company's past and present employees.
9. Solicitation of Customers. I agree that during the term of my employment or association with the Company and for a period of three (3) months thereafter, I shall not solicit or cause or authorize directly or indirectly to be solicited, or accept or cause or authorize directly or indirectly to be accepted, for or on behalf of myself or Third Parties, any business from any Third Parties who are, at any time within three (3) months prior to termination of my employment or cessation of my association, customers or prospects of the Company.
10. Solicitation of Business Partners. I agree that during the term of my employment or association with the Company and for a period of three (3) months thereafter, I shall not solicit or authorize directly or indirectly to be solicited for or on behalf of myself or any Third Parties any of the Principals, Distributors, Agents, Re-sellers, Joint Venture Partners, Dealers, any major Suppliers or any business partners of the Company, who have at any time within three (3) months prior to the termination of my employment or cessation of my association have a relationship with the Company, to disassociate or modify their relationship with the Company to my benefit or to the benefit of any Third Parties. This shall include any of the parties with whom the Company made substantial progress in negotiating any relationship in the nature described above.
11. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment or association with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.
12. General Provisions.
 - a. Governing Law: Consent to Personal Jurisdiction. The laws of **SINGAPORE** shall govern this Agreement.

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- b. Entire Agreement This Agreement and my employment agreement with the Company set forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior agreements and discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.
- c. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Dated: _____

Signature

Name of Employee (typed or printed)

Witness

EXHIBIT A

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
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_____ No inventions or improvements

_____ Additional Sheets attached

Signature of Employee: _____

Print Name of Employee: _____

Date : _____

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EXHIBIT B

The following are the activities, as applicable, the Employee has agreed not to do after the termination of his employment or cessation of his association with the Company. These are not exhaustive in nature and are in addition to the obligations he has already undertaken in the Agreement:

1. Shall not during the term of his employment or association with the Company and for a period of three (3) months thereafter, solicit or cause or authorize directly or indirectly to be solicited, or accept or cause or authorize directly or indirectly to be accepted, for or on behalf of himself or any Third Parties any project on which he had worked for any customer(s) of the Company in a period of three (3) months prior to the termination of his employment or cessation of his association with the Company. He shall also not work on any project(s) similar to any project(s), he is or was working for any customer(s) of the Company for a period of three (3) months prior to the termination of his employment or cessation of his association with the Company, for any competitor(s) of the said customer(s) of the Company during the term of his employment or association with the Company and for a period of three (3) months thereafter.
2. Cannot make use of any exclusive project related technology applied by the Company and about, which he came to know during his employment or association with the Company.
3. Cannot work on similar project(s), for and on behalf of any Third Parties, which he is or was working on for a period of three (3) months prior to the termination of his employment or cessation of his association with the Company, using non-generic (specific methodology, techniques etc.) skills acquired during his employment or association with the Company.
4. Cannot use or divulge any proprietary or confidential tool, technology, methods, processes, project methodology of the Company as well as that of any of the clients or customers of the Company for which he worked or came into contact during his employment or association with the Company.
5. Cannot prospect with customers visited as the Company sales employee for a period up to 3 months from cessation of service. Cannot also make sales calls to any prospect in the concerned region of the geography of the Company for a period of 3 months from cessation of service.
6. Cannot join the sales department of such Third Parties who are or were customers of the Company for three (3) months prior from the date of the termination of his employment or cessation of his association with the Company and with which he was dealing with directly as the contact person for the Company.
7. Cannot divulge to any Third Parties about the sales revenues of the Company from its customers in SINGAPORE or any place outside SINGAPORE where he was posted by the Company in the last three (3) months prior to the termination of his employment or cessation of his association with the Company or the sales revenue of any other territory if he came to know about the same because of his employment or association with the Company.
8. Cannot divulge or use or share with any Third Parties the sales and marketing strategy and competition, sales plans, account plans, strategies, documents and presentations and any related information about the Company, which are in the nature of proprietary information of the Company and, which he came to know about because of his

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employment or association with the Company, for his own benefit or for the benefit of any Third Parties for three (3) months prior to the termination of his employment or cessation of his association with the Company.

9. Cannot divulge or use, utilize, divulge or share with any Third Parties any information, facts, information, documents and any related information about the Company, which are in the nature of proprietary information of the Company or otherwise and, which he came to know about because of his employment or association with the Company, for his own benefit or for the benefit of any Third Parties for three (3) months prior to the termination of his employment or cessation of his association with the Company.

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