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**CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ('**Agreement**') is entered into on this day \_\_\_\_\_

**BY AND BETWEEN**

**YASKAWA India Private Limited**, a company registered under the Companies Act, 1956/2013, having its registered office at No. 17/A, 2nd Main, Electronic City, Phase 1, Hosur road, Bangalore- 560100, CIN: U29253KA2010FTC054999 represented by its authorized signatory Mr. K Bhavanishankar, Head - Operations, hereinafter referred to as '**Company**' (which shall mean and include its successors-in-interest and permitted assigns) of the **ONE PART**;

**AND**

Mr. / Ms. / Mrs. \_\_\_\_\_, Employee Code: \_\_\_\_\_  
son / daughter / wife of \_\_\_\_\_, aged \_\_\_\_\_, residing at

\_\_\_\_\_,  
hereinafter referred to as the '**Employee**' (which expression shall unless excluded by or repugnant to the subject or context mean of the **OTHER PART**).

*The Company and the Employee shall individually be referred to as the '**Party**' and collectively referred to as '**Parties**'.*

**WHEREAS:**

- A. The Company is engaged in the business of Manufacturing of AC Drives, Motions & Controls, Robotics Sales & Service, Engineering and Research & Development activities;
- B. The Employee is currently employed, pursuant to Employment Agreement/Appointment Letter dated \_\_\_\_\_ ('**Appointment Letter**'), in the capacity of \_\_\_\_\_ (designation), on the terms and conditions set out therein;
- C. In terms of the Appointment Letter and pursuant to his obligations thereunder, the Employee will have access to, be furnished with and develop, information/data for and on behalf of the Company either solely or jointly with other employees or consultants of the Company wherein all such information are proprietary and confidential in nature;
- D. Accordingly, in furtherance to the Appointment Letter, the Parties are entering into this Agreement to set out the terms and conditions with respect to the Confidential Information (*as defined below*) and Intellectual Property.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, THE PARTIES**

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**AGREE TO ENTER INTO THIS AGREEMENT:****1. Definitions & Interpretation**

1.1. In this Agreement, the following words and expressions shall have the meaning set forth below:

- (i) ‘**Affiliate/s**’ shall mean, with respect to any Person, any company, corporation, association or other Person, which, directly or indirectly, controls, is controlled by, or is under common control with, the first named Person;
- (ii) ‘**Agreement**’ shall mean this Agreement together with the Schedules and Annexure/s hereto as amended (by the Parties in writing) from time to time;
- (iii) ‘**Appointment Letter**’ shall mean the Employment Agreement/Appointment Letter dated \_\_\_\_\_ whereby the Employee was appointed to work in the capacity of \_\_\_\_\_ [Designation] in the Company;
- (iv) ‘**Confidential Information**’ shall mean any information or data (*whether or not regarding the Company/ its Affiliates / their clients / vendors / consultants / business partners / research partners*) disclosed by the Company, its Affiliates and / or their employees, representatives, consultants (as the case may be) to the Employee or which the Employee has become aware of in the course of his Employment, either orally or in writing (*whether or not marked as confidential*), and includes without limitation:
  - (a) technical, commercial and financial information of the Company (*including but not limited to particulars of business, assets, capacity of each plant / factory, operations, details of customers of the Company, details of the vendors / suppliers / contractors, sources, pricing information, projections, particulars about employees, pay roll details, brochures, arrangements between the Company & / or its Affiliates and their business / research partners, any settlements between the employees of the Company / labour union and the Company, corporate management & organisation, records, correspondence and accounts*);
  - (b) business models, marketing strategies, sales estimates, business plans and performance relating to the past, present or future business activities of the Company, its Affiliates and subsidiaries;
  - (c) information or data relating to the hardware of the Company (*including the goods and equipment of the Company*);
  - (d) plans with respect to the products and services;
  - (e) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
  - (f) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and / or trade secrets;
  - (g) Intellectual Property;

- (h)* developments being any idea, invention, design, technical or business innovation, research materials, computer program and related documentation, or any other work product developed, conceived, or used by Employee, in whole or in part that arises out of the employment with the Company, or that are otherwise made through the use of the Company's time or materials;
  - (i)* any other information that should reasonably be recognized as confidential information of the Company; and
  - (j)* Any information generated by the Employee that contains, reflects, or is derived from any of the foregoing.
  
- (v) ‘**Creations**’ shall have the meaning ascribed to it under Clause 4.1(ii) below of this Agreement;
  
- (vi) ‘**Employment**’ shall mean and refer to the employment of the Employee with the Company, pursuant to his appointment under the Appointment Letter;
  
- (vii) ‘**Intellectual Property**’ shall mean all:
  - a)* intangible information / data belonging to the Company including the Confidential Information proprietary to the Company;
  - b)* all data, designs, Symbols, Images drawings, technical information, scientific innovations, Techniques, processes, Formulae, method, procedure, concepts, prototypes, developments, know-how, improvements, discoveries, inventions etc. belonging to the Company / available with the Company / developed by the Company (including by the Employee);
  - c)* all material, data, information to which the Company has protection as copyright;
  - d)* Trademark, trade dress, brand name, and Labels/Logos of the Company;
  - e)* works of authorship, expressions, designs and design registrations, processes, techniques, procedure, method, formulae whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation;
  - f)* trade secrets;
  - g)* patents; and
  - h)* internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs;
  
- (viii) ‘**Intellectual Property Rights**’ shall mean all the rights related to the Intellectual Property;
  
- (ix) ‘**Person**’ shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or thereof or any other entity that may be treated as a person under applicable Law;

- (x) 'Tenure' shall have the meaning ascribed to it under Clause 2 of this Agreement.

## 1.2. Interpretation

- (i) Apart from the terms defined in Clause 1.1 above, any other terms defined elsewhere in this Agreement, shall have the meanings assigned to them thereunder;
- (ii) References to laws shall mean the applicable law/s of India, as from time to time enacted amended, supplemented or re-enacted;
- (iii) References in the singular shall include references in the plural and vice versa;
- (iv) Reference to any gender includes a reference to all other genders;
- (v) All the rights and obligations of the Company shall mean and refer to the rights and obligations of the Affiliates, as if this Agreement was entered into by the Employee with such entity; and
- (vi) The headings are merely indicative in nature and are inserted for convenience. They must not be considered for the purposes of construction/ interpretation.

## 2. Tenure

- 2.1. This Agreement shall come into force from the date of execution of this Agreement or the date on which the Confidential Information was disclosed / made available to the Employee (*whichever is earlier*) and shall be valid and in full force and effect thereafter perpetually. The Employee acknowledges and agrees that the termination/ cessation of his employment or this Agreement shall not relieve him of his obligations under this Agreement. ('Tenure').
- 2.2. The Employee acknowledges that the consideration towards his Employment would form sufficient consideration for the fulfillment of his obligations under this Agreement.

## 3. Confidential Information

- 3.1 The Employee acknowledges that the Confidential Information is of unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and would harm the business and goodwill of the Company
- 3.2 The Employee hereby agrees and undertakes that he shall hold in strictest confidence, and shall not disclose to any Person, firm or corporation, for any reason whatsoever, without the prior written authorization of the Company, any Confidential Information of the Company. Further, he agrees and undertakes not to use, for himself or for third Person, except for the benefit of the Company, the Confidential Information of the Company.
- 3.3 Further, the Employee acknowledges, agrees and undertakes:
- (i) not to disclose any Confidential Information to any other employee/consultant / Person of the Company, other than such employee/consultant / Person to whom disclosure is expressly permitted by the Company;

- (ii) to use or make copies of the Confidential Information solely in the manner expressly permitted by the Company and not otherwise;
  - (iii) to give immediate notice to the Company if the Employee knows of or suspects that there has been any unauthorised use or disclosure of Confidential Information arising through a failure by the Employee to keep the Confidential Information confidential;
  - (iv) that he is being given access to the Confidential Information solely for purposes of use during his Employment and acknowledges and recognizes the proprietary nature of the Confidential Information and his obligation of maintaining the confidentiality of the said Confidential Information and that he will not use the information outside of his Employment, in any manner whatsoever;
  - (v) that he will not, directly or indirectly, make use of Confidential Information other than in the course of his duties and work for the Company; and
  - (vi) that he will comply with all corporate policies and directives of the Company and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from the Company's premises or may be communicated or disclosed only to a restricted internal or external group of individuals.
- 3.4 The Employee recognizes that the Company has received and in the future will receive from third parties (including their Affiliates) their Confidential Information subject to a duty on the Company's part to maintain the confidentiality of such information and agrees and undertakes to hold all such information in the strictest confidence. The Employee further undertakes not to disclose it to any Person, firm or corporation or to use it except as necessary in carrying out his work for the Company in a manner consistent with the Company's agreement with such third party.
- 3.5 Any Confidential Information and copies thereof disclosed by the Company to the Employee shall be returned by the Employee immediately upon request of the Company.
- 3.6 The Employee represents and warrants that he does not by himself hold any Confidential Information which has not been disclosed to the Company or which is in the interest of the Company
- 3.7 The title, ownership, all the rights and interest to the Confidential Information (including any modifications and improvements thereof by the Employee), shall be solely and absolutely vested in and owned by the Company and the Employee shall not have or claim any right, title or interest therein. The Company regards all of its Confidential Information as trade secrets.
- 3.8 Notwithstanding anything contained herein, the Employee shall have no obligation or restriction with respect to maintaining confidentiality of any information, which the Employee can prove to the satisfaction of the Company that such information:
- (i) has come into the public domain prior to disclosure thereof by the Employee; or

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- (ii) has been disclosed because of a binding official or court directive or imperative provision of the law, provided that the Employee required to make such disclosure uses reasonable efforts to give the Company reasonable advance notice of such required disclosure in order to enable the Company to prevent or limit such disclosure.

#### 4. Intellectual Property

4.1. The Parties hereto agree that all Intellectual Property, which arise through the performance by the Employee of his duties during the course of his Employment (*whether for the Company or for the Company's clients, whether or not made during the Employee's regular working hours or whether or not made on the Company's premises*) shall vest in the Company. Accordingly, the Employee hereby:

- (i) agrees and acknowledges that any Intellectual Property that the Employee has developed or may develop during the Employee's Employment with the Company is the sole and exclusive property of the Company and such Intellectual Property Rights belongs to the Company, whether or not (a) any patent application or copyright registration is filed with respect to such Intellectual Property; (b) such Intellectual Property is utilized by the Company; (c) such Intellectual Property is conceived or developed by the Employee individually or jointly with others;
- (ii) agrees and undertakes that, notwithstanding anything contained herein, the Employee hereby assigns, and agrees to assign, to the Company, or its nominee, all his rights, title and interest throughout the world in and to any and all creations, any and all Intellectual Property including any original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, that he may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time of his Employment and such other intellectual property created using the resources of the Company (collectively referred to as '**Creations**'). The Employee acknowledges that all Creations which are made by him within the scope of and during the period of his Employment are "works made for hire" and shall belong absolutely to the Company;
- (iii) waives any and all rights (including without limitation the moral rights) with respect to such Intellectual Property;
- (iv) agrees to do all acts, deeds and things (*including executing any documents*) as requested by the Company to ensure that the Intellectual Property rights, vest with the Company or any of its Affiliates, as the case may be;
- (v) agrees to assist and cooperate with the Company, in obtaining, maintaining and enforcing of Indian and foreign patents and copyright registrations for any Intellectual Property of the Company in accordance with this Clause. Such assistance and cooperation by the Employee (whether or not during the course of his Employment) shall include, but not be

limited to, (a) making application for foreign patents or copyright registrations or any other Intellectual Property registrations on any such Intellectual Property if so directed by the Company; (b) assigning all of the Employee's rights, title and interest in and to such Intellectual Property and any patent applications or copyright registration or any other Intellectual Property registrations with respect to any Intellectual Property to the Company or its designee; and (c) executing all documents and rendering all assistance as may be reasonably necessary to protect the rights of the Company or its designee and to vest in the Company or its designee all rights to any such Intellectual Property including without limitation, patent application, patent, copyright, or copyright registration / any other Intellectual Property registration; and

(vi) acknowledges and agrees that the title to the Confidential Information and / or the Intellectual Property belongs to the Company and that he shall not at any point in time lay claim any right or title to such Confidential Information and / or the Intellectual Property.

4.2 If during the course of his Employment, the Employee incorporates into the Company property including Intellectual Property, product, process or machine, a prior creation owned by him or in which the Employee has an interest, the Company and its Affiliates are hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, develop, copy, modify, use, sell and otherwise distribute or commercially use such prior creation as part of or in connection with such product, process or machine.

## 5. **No Acquisition of Rights**

It is expressly understood and agreed by the Parties hereto that the disclosure and provision of Confidential Information and terms relating to Intellectual Property Rights under this Agreement by the Company to the Employee shall not be construed as granting to the Employee any rights, whether express or implied, by license or otherwise, on the Confidential Information or Intellectual Property.

## 6. **Consequences of cessation of Employment**

6.1. Upon cessation of the Employee's Employment with the Company, whatsoever may the reasons for such cessation of Employment be, the Employee agrees to:

- (i) promptly return or procure the return of all or some of the originals and copies of the Confidential Information and/or Intellectual Property under its care or control;
- (ii) confirm in writing that this has been done and that no Confidential Information or Intellectual Property or copies exist under the Employee's care or control;
- (iii) not use or share the Confidential Information and / or the Intellectual Property ; and
- (iv) keep confidential all the Confidential Information in perpetuity.

6.2. The cessation of the Employee's Employment shall not relieve the Employee of complying with



the obligations imposed by this Agreement thereof with respect to the use and protection of the Confidential Information and Intellectual Property received prior to the date of cessation of his Employment

**7. No Liability of the Company**

The Employee acknowledges and agrees that nothing in this Agreement constitutes, implied or expressly, any rights with respect to the Confidential Information disclosed to him for any purpose. Likewise, by virtue of this Agreement the Company assumes no liability for any damages incurred by the Employee, or any third party, as a consequence of receipt of Confidential Information hereunder, unless expressly stipulated otherwise by law.

**8. Indemnity**

- 8.1. The Employee agrees to fully indemnify, defend, and hold harmless the Company its directors, employees, representatives and consultants against any losses, damages, liabilities, assessments, costs (including legal costs), charges, or claims arising out of a breach of this Agreement (including a breach arising as a result of negligence) by the Employee or his representatives/ agents (including lost profits, lost revenues and attorneys' fees).

**9. Covenants and Acknowledgements**

- 9.1. The Employee covenants and acknowledges that: (a) during his Employment in the Company, he has been and will be privy to certain Confidential Information and Intellectual Property of the Company; (b) the terms of this Agreement are essential to the Company's willingness to continue to employ the Employee; (c) these provisions herein are for the promotion of and not the restriction of the business and trade interests of the Employee; and (d) the character and scope of this Agreement is reasonable and fair in the light of the circumstances as they exist.

- 9.2. The Employee agrees, recognizes and acknowledges that:

- (i) he has been provided with a copy of this Agreement for review prior to signing it, that he has reviewed it and that he understands the terms, purposes and effects of this Agreement, and that he has signed the same only after having had the opportunity to seek clarifications; that he has been given a signed copy of this Agreement for his own records; he has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him. He has executed this Agreement of his own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees. This Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company;
- (ii) if the Employee violates any of the terms of this Agreement, the Company will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;



(iii) in view of the above, the Company shall be entitled to injunctive relief, in addition to any other remedy available at law or in equity, in the event the Employee violates any of the terms or conditions of this Agreement.

9.3. **Compelled Disclosure:** Notwithstanding anything in the foregoing to the contrary, either Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar circumstances without liability, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party in writing of such demand for disclosure.

## 10. **Miscellaneous**

10.1. This Agreement shall be read as part and parcel of the Appointment Letter and constitutes the entire agreement and understanding between the Parties hereto with respect to its subject matter and replaces all previous agreements between, or undertakings by the parties with regard to such subject matter. Provided however, that no term of this Agreement shall be deemed as conferring any additional right on the Employee in addition to that available under the Appointment Letter. In the event of any inconsistency between this Agreement and the Appointment Letter, this Agreement shall prevail to the extent of the subject matter hereunder. All matters not covered under this Agreement specifically will be as per the Appointment Letter.

10.2. Notwithstanding (but without prejudice to) anything contained herein, the Employee understands that the sensitive nature of the Confidential Information and Intellectual Property means that the Company may be caused irreparable harm for which monetary damages may not be adequate compensation if the Employee fails to comply with the terms of this Agreement. Accordingly, the Employee agrees that in the event of a breach of the terms of this Agreement, the Company shall, in addition to all other remedies that it may be entitled to in law or equity (including damages), be entitled to specific performance, injunctive relief and other forms of equitable relief to enforce the provisions of this Agreement.

10.3. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India and the competent court shall have exclusive jurisdiction over any disputes arising thereof.

10.4. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Parties to be reasonable for such purpose. The Employee agrees that any breach of this Agreement may cause the Company substantial and irreparable damages and, therefore, in the event of any such breach or threatened breach, in addition to other remedies which may be available, the Company shall have the right to specific performance and other injunctive and equitable relief.

10.5. All notices, communication/s and other correspondence required under this Agreement shall be in writing and shall be sent to the address mentioned hereinabove by way of personal delivery with acknowledgement of receipt or by registered post or by courier services.

- 10.6. In the event of failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement
- 10.7. Waiver of any right under this Agreement shall not be construed as waiver of any continuing obligation of any Party or waiver of subsequent performance of obligations thereof.
- 10.8. In the event, one or more provisions of this Agreement are held to be unenforceable under the Applicable Law, the Parties agree to renegotiate such provision in good faith. In the event the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 10.9. This Agreement may not be amended, modified or discharged, in whole or in part, except by agreement in writing signed by both Parties.

**IN WITNESS WHEREOF the Parties have set their respective hands on the day first mentioned hereinabove**

For and on behalf of the Company

**K Bhavanishankar**  
Head - Operations

I hereby confirm and acknowledge that I have read, understood and accepted the terms and conditions set out in this Agreement.

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Name & Signature

Date:

Place: